



Mayor
Ron Silvia
Mayor Pro Tempore
Ben White
City Manager
Glenn Brown

Council Members
John Happ
Ron Gay
Lynn McIlhane
Chris Scotti
David Ruesink

Agenda
College Station City Council
Regular Meeting
Thursday, April 26, 2007 at 7:00 p.m.
City Hall Council Chamber, 1101 Texas Avenue
College Station, Texas

1. Pledge of Allegiance, Invocation, Consider absence requests, International Student Presentation

Hear Visitors: Any citizen may address the City Council on any item which does not appear on the posted Agenda. Registration forms are available in the lobby and at the desk of the City Secretary. This form should be completed and delivered to the City Secretary by 6:45 p.m. Please limit remarks to three minutes. A timer alarm will sound after 2 1/2 minutes to signal that you have thirty seconds remaining so that you may conclude your remarks. The City Council will receive the information, ask staff to look into the matter, or place the issue on a future agenda. Topics of operational concerns shall be directed to the City Manager.

Consent Agenda

Individuals who wish to address the City Council on a consent or regular agenda item not posted as a public hearing shall register with the City Secretary prior to the Mayor's reading of the agenda item. Registration forms are available in the lobby and at the desk of the City Secretary. The Mayor will recognize individuals who wish to come forward to speak for or against the item. The speaker will please state their name and address for the record and provided three minutes. A timer alarm will sound after 2 1/2 minutes to signal thirty seconds remaining so that the speaker may conclude your remarks.

Vision Statement I - Core Services
Professionals providing world-class customer focused services at a competitive cost through innovation and planning.

2. Presentation, possible action, and discussion of consent agenda items which consists of ministerial or "housekeeping" items required by law. Items may be removed from the consent agenda by majority vote of the Council.

- a. Presentation, possible action, and discussion regarding a resolution for the Click It or Ticket Selective Traffic Enforcement Program grant contract for the fiscal year 2007.
- b. Presentation, possible action, and discussion regarding approval of expenditures in the amount of \$59,844 to Philpott Motors for a heavy duty service truck with 3-ton lift for the Water Services Department.
- c. Presentation, possible action, and discussion to approve the renewal of the purchasing agreement contract for liquid chlorine from DXI Industries not to exceed \$66,690.
- d. Presentation, possible action, and discussion regarding the renewal of an annual purchasing agreement for dewatering chemical (polymer) with Fort Bend Services, Inc. for \$113,000.
- e. Presentation, possible action, and discussion to approve a revised Needs Resolution authorizing the purchase or condemnation of property, water rights, right-of-way and easement interest in certain properties for the Groundwater Wells 8, 9, and 10 Project.
- f. Presentation, possible action, and discussion regarding approval of an Inter-local Agreement between the cities of College Station and Bryan to share the cost of legal services to pursue Bed and Banks Permits for our wastewater effluent.
- g. Presentation, possible action, and discussion regarding award of a consulting contract 07-158 to Black and Veatch Corporation in the amount of \$64,480 to review and update the Rate Model for Water and Wastewater utilities.
- h. Presentation, possible action and discussion regarding the approval of a resolution accepting from the Governors Division of Emergency Management (GDEM) the 2004 State Homeland Security Closeout Grant Adjustment Notice for the de-obligation of funds in the amount of \$12,198.57.
- i. Presentation, possible action, and discussion on a resolution awarding Bid#07-58 for the installation of roadway traffic markings to United Rentals Highway Tech in the amount of \$346,865.95. These markings are essential in guiding vehicular and bicycle traffic throughout the City.
- j. Presentation, possible action, and discussion on a resolution awarding Bid#07-43 to Bayer Electric in the amount of \$369,794.00 for the construction of Traffic Signal on Harvey Mitchell Parkway at the intersections of Luther Street and Holleman Drive. This project will also

include the installation of fiber optic cables to provide a communications network for this group of signals.

- k. Presentation, possible action, and discussion to approve a Pipeline Encroachment Agreement for the Wellborn Road Utilities Relocation Project. The agreement with Union Pacific Railroad (UPRR) is required to install a water transmission line in UPRR right-of-way.
- l. Presentation, discussion, and possible action regarding Change Order No. 1 to Contract #06-217 with Elliott Construction in an amount not to exceed \$230,295.00 for the Wellborn Road Utility Relocation Project.
- m. Presentation, possible action, and discussion to approve a Needs Resolution for Easements related the Tauber and Stasney Streets Rehabilitation Project. The easements are along the east and west borders of Tauber Street between University Drive and Cherry Street.
- n. Presentation, possible action and discussion on approving the budget of the Northgate District Association; and presentation, possible action and discussion on a funding agreement between the City of College Station and the Northgate District Association for FY07 in the amount of \$25,000.
- o. Presentation, possible action, and discussion of approving minutes for the Council Workshop and Regular Meetings on April 12, 2007.

Regular Agenda

Individuals who wish to address the City Council **on a regular agenda item not posted as a public hearing** shall register with the City Secretary prior to the Mayor's reading of the agenda item. The Mayor will recognize you to come forward to speak for or against the item. The speaker will state their name and address for the record and allowed three minutes. A timer alarm will sound after 2 1/2 minutes to signal thirty seconds remaining so that the speaker may conclude your remarks.

Individuals who wish to address the City Council on an item **posted as a public hearing** shall register with the City Secretary prior to the Mayor's announcement to open the public hearing. The Mayor will recognize individuals who wish to come forward to speak for or against the item. The speaker will state their name and address for the record and allowed three minutes. A timer alarm will sound after 2 1/2 minutes to signal thirty seconds remaining so that the speaker may conclude your remarks. After a public hearing is closed, there shall be no additional public comments. If Council needs additional information from the general public, some limited comments may be allowed at the discretion of the Mayor.

If an individual does not wish to address the City Council, but still wishes to be recorded in the official minutes as being in support or opposition to an agenda item, the individual may complete the registration form provided in the lobby by providing the name, address,

and comments about a city related subject. These comments will be referred to the City Council and City Manager.

<p style="text-align: center;"><u>Vision Statement III – Planning and Development</u> <i>Professionals who plan and develop a sustainable community balancing neighborhood and community interests.</i></p>

1. Public hearing, presentation, possible action, and discussion on an ordinance rezoning 16.036 acres from R-1 (Single-Family Residential) to R-4 (Multi-Family Residential) generally located on the north side of Harvey Mitchell Parkway South between Holleman Drive West and Jones-Butler Road.

<p style="text-align: center;"><u>Vision Statement I - Core Services</u> <i>Professionals providing world-class customer focused services at a competitive cost through innovation and planning.</i></p>
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2. Public hearing, presentation, possible action and discussion of an ordinance amending City of College Station Code of Ordinances Chapter 12: Unified Development Ordinance, Section 7.1.C: Visibility at Intersections in all Districts.
3. Public Hearing, presentation, possible action and discussion on an ordinance amending Chapter 6, “Fire Protection”, of the Code of Ordinances of the City of College Station, Texas by amending certain sections as set out, adopting the 2006 International Fire Code with related amendments and the 2006 NFPA Life Safety Code.
4. Presentation, possible action, and discussion regarding a resolution approving a construction contract to JaCody, Inc. in the amount of \$2,081,984.00 for the Fire Station No. 3 Project; and a resolution declaring intention to reimburse certain expenditures with proceeds from debt.
5. Presentation, possible action, and discussion regarding the current status of the Wayfinding Signage Program.
6. The City Council may convene the executive session following the regular meeting to discuss matters posted on the executive session agenda for April 26, 2007.
7. Final action on executive session, if necessary.
8. Adjourn.

If litigation issues arise to the posted subject matter of these Council Meetings an executive session will be held.

APPROVED:

E-Signed by Glenn Brown
VERIFY authenticity with ApproveIt

City Manager

Notice is hereby given that a Regular Meeting of the City Council of the City of College Station, Texas will be held on the Thursday, April 26, 2007 at 7:00 p.m. at the City Hall Council Chambers, 1101 Texas Avenue, College Station, Texas. The following subjects will be discussed, to wit: See Agenda.

Posted this the 23rd day of April, 2007 at 1:45 p.m.

E-Signed by Connie Hooks
VERIFY authenticity with ApproveIt

City Secretary

I, the undersigned, do hereby certify that the above Notice of Meeting of the Governing Body of the City of College Station, Texas, is a true and correct copy of said Notice and that I posted a true and correct copy of said notice on the bulletin board at City Hall, 1101 Texas Avenue, in College Station, Texas, and the City's website, www.cstx.gov. The Agenda and Notice are readily accessible to the general public at all times. Said Notice and Agenda were posted on April 23, 2007 at 1:45 p.m. and remained so posted continuously for at least 72 hours proceeding the scheduled time of said meeting.

This public notice was removed from the official posting board at the College Station City Hall on the following date and time: _____ by _____.

Dated this ____ day of _____, 2007.

By _____

Subscribed and sworn to before me on this the ____ day of _____, 2007.

Notary Public – Brazos County, Texas

My commission expires: _____

The building is wheelchair accessible. Handicap parking spaces are available. Any request for sign interpretive service must be made 48 hours before the meeting. To make arrangements call (979) 764-3517 or (TDD) 1-800-735-2989. Agendas may be viewed on www.cstx.gov. Council meetings are broadcast live on Cable Access Channel 19.

Date: April 26, 2007

Consent Agenda Item #

Item Title: Click It or Ticket/Selective Traffic Enforcement Program Grant

To: Glenn Brown, City Manager

From: Michael Clancey, Director of Police Department

Agenda Caption: Presentation, possible action, and discussion regarding a resolution for the Click It or Ticket Selective Traffic Enforcement Program grant contract for the fiscal year 2007.

Recommendation(s): Approval of a resolution authorizing the City to enter into the Click It or Ticket Selective Traffic Enforcement Program grant contract for fiscal year 2007.

Summary: The Texas Department of Transportation has made available funds to compensate police officers, on an overtime basis, to conduct a two week occupant protection enforcement effort during the Memorial Day Holiday period of May 21, 2007 through June 3, 2007.

The grant's objectives are to increase safety belt use among drivers, front seat passengers and child passengers during the Memorial Day Holiday period within the City of College Station.

Budget & Financial Summary: The City of College Station has been approved for \$6,500 for this two week period. These are federal funds that are administrated by the Texas Department of Transportation with 100% of all expenses, for this project, being reimbursed to the City.

Attachments:

1. Authorization Letter
2. Grant Agreement/Attachment A
3. Attachment B
4. City's Compensation Policy
5. Attachment C
6. City's Seat Belt Policy
7. Attachment D
8. Attachment E
9. Fringe Benefits Costs Breakdown
10. Attachment F
11. Resolution

April 17, 2007

To whom it may concern,

As Mayor of the City of College Station, you are hereby notified that the following employees are authorized to submit requests and reports related to the Texas Department of Transportation's grant concerning the 2007 Click It or Ticket Selective Traffic Enforcement Program.

Request for reimbursement – Tanya Wilkinson, Staff Accountant

Project Performance Reports

Cost Assumption Reports

Project Extension Requests

Administrative Evaluation Reports – Dan Severn, Police Sergeant

Ron Silvia, Mayor
City of College Station

Project Title: STEP - CIOT
Subgrantee: City of College Station

Texas Traffic Safety Program
GRANT AGREEMENT GENERAL TERMS AND CONDITIONS

ARTICLE 1. COMPLIANCE WITH LAWS

The Subgrantee shall comply with all federal, state, and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, nondiscrimination laws and regulations, and licensing laws and regulations. When required, the Subgrantee shall furnish the Department with satisfactory proof of its compliance therewith.

ARTICLE 2. STANDARD ASSURANCES

The Subgrantee hereby assures and certifies that it will comply with the regulations, policies, guidelines, and requirements, including 49 CFR (Code of Federal Regulations), Part 18; 49 CFR, Part 19 (OMB [Office of Management and Budget] Circular A-110); OMB Circular A-87; OMB Circular A-102; OMB Circular A-21; OMB Circular A-122; OMB Circular A-133; and the Traffic Safety Program Manual, as they relate to the application, acceptance, and use of federal or state funds for this project. Also, the Subgrantee assures and certifies that:

- A. It possesses legal authority to apply for the grant; and that a resolution, motion, or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
- B. It and its subcontractors will comply with Title VI of the Civil Rights Act of 1964 (Public Law 88-352), as amended, and in accordance with that Act, no person shall discriminate, on the grounds of race, color, sex, national origin, age, religion, or disability.
- C. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970, as amended; 42 USC (United States Code) §§4601 et seq.; and United States Department of Transportation (USDOT) regulations, "Uniform Relocation and Real Property Acquisition for Federal and Federally Assisted Programs," 49 CFR, Part 24, which provide for fair and equitable treatment of persons displaced as a result of federal and federally assisted programs.
- D. It will comply with the provisions of the Hatch Political Activity Act, which limits the political activity of employees. (See also Article 25, Lobbying Certification.)
- E. It will comply with the federal Fair Labor Standards Act's minimum wage and overtime requirements for employees performing project work.
- F. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
- G. It will give the Department the access to and the right to examine all records, books, papers, or documents related to this Grant Agreement.

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- H. It will comply with all requirements imposed by the Department concerning special requirements of law, program requirements, and other administrative requirements.
- I. It recognizes that many federal and state laws imposing environmental and resource conservation requirements may apply to this Grant Agreement. Some, but not all, of the major federal laws that may affect the project include: the National Environmental Policy Act of 1969, as amended, 42 USC §§4321 et seq.; the Clean Air Act, as amended, 42 USC §§7401 et seq. and sections of 29 USC; the Federal Water Pollution Control Act, as amended, 33 USC §§1251 et seq.; the Resource Conservation and Recovery Act, as amended, 42 USC §§6901 et seq.; and the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 USC §§9601 et seq. The Subgrantee also recognizes that the U.S. Environmental Protection Agency, USDOT, and other federal agencies have issued, and in the future are expected to issue, regulation, guidelines, standards, orders, directives, or other requirements that may affect this Project. Thus, it agrees to comply, and assures the compliance of each contractor and each subcontractor, with any such federal requirements as the federal government may now or in the future promulgate.
- J. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, 42 USC §4012a(a). Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase “federal financial assistance” includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any form of direct or indirect federal assistance.
- K. It will assist the Department in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470 et seq.), Executive Order 11593, and the Antiquities Code of Texas (National Resources Code, Chapter 191).
- L. It will comply with Chapter 573 of the Texas Government Code by ensuring that no officer, employee, or member of the Subgrantee’s governing board or the Subgrantee’s subcontractors shall vote or confirm the employment of any person related within the second degree of affinity or third degree by consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person described in Section 573.062 of the Texas Government Code.
- M. It will ensure that all information collected, assembled, or maintained by the applicant relative to this project shall be available to the public during normal business hours in compliance with Chapter 552 of the Texas Government Code, unless otherwise expressly provided by law.
- N. If applicable, it will comply with Chapter 551 of the Texas Government Code, which requires all regular, special, or called meetings of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.

ARTICLE 3. COMPENSATION

- A. The method of payment for this Agreement will be based on actual costs incurred up to and not to exceed the limits specified in Attachment E, Traffic Safety Project Budget. The amount included in the Project Budget will be deemed to be an estimate only and a higher amount can be reimbursed, subject to the conditions specified in paragraph B hereunder. If Attachment E, Traffic Safety Project Budget,

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specifies that costs are based on a specific rate, per-unit cost, or other method of payment, reimbursement will be based on the specified method.

- B. All payments will be made in accordance with Attachment E, Traffic Safety Project Budget.

The Subgrantee's expenditures may overrun a budget category (I, II, or III) in the approved Project Budget without a grant (budget) amendment, as long as the overrun does not exceed a total of five (5) percent per year of the maximum amount eligible for reimbursement (TxDOT) in the attached Project Budget for the current fiscal year. This overrun must be off-set by an equivalent underrun elsewhere in the Project Budget.

If the overrun is five (5) percent or less, the Subgrantee must provide written notification to the Department prior to the Request for Reimbursement being approved. This notification must be in the form of an attachment to the Request for Reimbursement that covers the period of the overrun. This attachment must indicate the amount, the percent over, and the specific reason(s) for the overrun.

Any overrun of more than five (5) percent of the amount eligible for reimbursement (TxDOT) in the attached Project Budget requires an amendment of this Grant Agreement.

The maximum amount eligible for reimbursement shall not be increased above the Grand Total TxDOT Amount in the approved Project Budget, unless this Grant Agreement is amended, as described in Article 5 of this Agreement.

For Selective Traffic Enforcement Program (STEP) grants *only*: In Attachment E of the Grant Agreement, Traffic Safety Project Budget (Form 2077-LE), Subgrantees are not allowed to use underrun funds from the TxDOT amount of (100) Salaries, Subcategories A, "Enforcement," or B, "PI&E Activities," to exceed the TxDOT amount listed in Subcategory C, "Other." Also, Subgrantees are not allowed to use underrun funds from the TxDOT amount of (100) Salaries, Subcategories A, "Enforcement," or C, "Other," to exceed the TxDOT amount listed in Subcategory B, "PI&E Activities." The TxDOT amount for Subcategory B, "PI&E Activities," or C, "Other," can only be exceeded within the 5 percent flexibility, with underrun funds from Budget Categories II or III.

- C. To be eligible for reimbursement under this Agreement, a cost must be incurred in accordance with Attachment E, Traffic Safety Project Budget, within the time frame specified in the Grant Period on page 1 of this Grant Agreement, attributable to work covered by this Agreement, and which has been completed in a manner satisfactory and acceptable to the Department.
- D. Federal or TxDOT funds cannot supplant (replace) funds from any other sources. The term "supplanting," refers to the use of federal or TxDOT funds to support personnel or an activity already supported by local or state funds.
- E. Payment of costs incurred under this Agreement is further governed by one of the following cost principles, as appropriate, outlined in the Federal Office of Management and Budget (OMB) Circulars:
- A-21, Cost Principles for Institutions of Higher Education;
 - A-87, Cost Principles for State, Local, and Indian Tribal Governments; or,
 - A-122, Cost Principles for Nonprofit Organizations.
- F. The Subgrantee agrees to submit monthly or quarterly Requests for Reimbursement, as designated in Attachment D, Action Plan, within thirty (30) days after the end of the billing period. The Subgrantee will use billing forms acceptable to the Department. The original Request for Reimbursement, with the

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appropriate backup documentation, must be submitted to the Department address shown on Attachment A, Mailing Addresses, of this Agreement. In addition, a copy of the Request for Reimbursement and appropriate backup documentation, plus three (3) copies of the Request for Reimbursement without backup documentation, must be submitted to this same address.

- G. The Subgrantee agrees to submit the final Request for Reimbursement under this Agreement within forty-five (45) days of the end of the grant period.
- H. The Department will exercise good faith to make payments within thirty (30) days of receipt of properly prepared and documented Requests for Reimbursement. Payments, however, are contingent upon the availability of appropriated funds.
- I. Project agreements supported with federal or TxDOT funds are limited to the length of this Grant Period, which is specified on page 1 of this Grant Agreement. If the Department determines that the project has demonstrated merit or has potential long-range benefits, the Subgrantee may apply for funding assistance beyond the initial Agreement period. Preference for funding will be given to those projects for which the Subgrantee has assumed some cost sharing, those which propose to assume the largest percentage of subsequent project costs, and those which have demonstrated performance that is acceptable to the Department.

ARTICLE 4. LIMITATION OF LIABILITY

Payment of costs incurred hereunder is contingent upon the availability of funds. If at any time during this Grant Period, the Department determines that there is insufficient funding to continue the project, the Department shall so notify the Subgrantee, giving notice of intent to terminate this Agreement, as specified in Article 11 of this Agreement. If at the end of a federal fiscal year, the Department determines that there is sufficient funding and performance to continue the project, the Department may so notify the Subgrantee to continue this agreement.

ARTICLE 5. AMENDMENTS

This Agreement may be amended prior to its expiration by mutual written consent of both parties, utilizing the Grant Agreement Amendment designated by the Department. Any amendment must be executed by the parties within the Grant Period, as specified on page 1 of this Grant Agreement.

ARTICLE 6. ADDITIONAL WORK AND CHANGES IN WORK

If the Subgrantee is of the opinion that any assigned work is beyond the scope of this Agreement and constitutes additional work, the Subgrantee shall promptly notify the Department in writing. If the Department finds that such work does constitute additional work, the Department shall so advise the Subgrantee and a written amendment to this Agreement will be executed according to Article 5, Amendments, to provide compensation for doing this work on the same basis as the original work. If performance of the additional work will cause the maximum amount payable to be exceeded, the work will not be performed before a written grant amendment is executed.

If the Subgrantee has submitted work in accordance with the terms of this Agreement but the Department requests changes to the completed work or parts thereof which involve changes to the original scope of services or character of work under this Agreement, the Subgrantee shall make such revisions as requested and directed by the Department. This will be considered as additional work and will be paid for as specified in this Article.

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If the Subgrantee submits work that does not comply with the terms of this Agreement, the Department shall instruct the Subgrantee to make such revisions as are necessary to bring the work into compliance with this Agreement. No additional compensation shall be paid for this work.

The Subgrantee shall make revisions to the work authorized in this Agreement, which are necessary to correct errors or omissions appearing therein, when required to do so by the Department. No additional compensation shall be paid for this work.

The Department shall not be responsible for actions by the Subgrantee or any costs incurred by the Subgrantee relating to additional work not directly associated with or prior to the execution of an amendment.

ARTICLE 7. REPORTING AND MONITORING

The Subgrantee shall complete and submit a **Final Performance Report and Administrative Evaluation Report** to the Department via the Buckle Up Texas website (www.buckleuptexas.com) no later than twenty **(20)** days from the end of the enforcement period (June 3, 2007). The due date for the Final Performance Report and Administrative Evaluation Report is **June 23, 2007**. The Subgrantee shall submit the Final Performance Report and Administrative Evaluation Report to the Department via the Buckle Up Texas website (www.buckleuptexas.com).

The Final Performance Report and Administrative Evaluation Report will include, as a minimum: (1) a comparison of actual accomplishments to the objectives established for the period, (2) reasons why established objectives and performance measures were not met, if appropriate, and (3) other pertinent information, including, when appropriate, an analysis and explanation of cost underruns, overruns, or high unit costs.

The Subgrantee shall promptly advise the Department in writing of events that will have a significant impact upon this Agreement, including:

- A. Problems, delays, or adverse conditions, including a change of project director or other changes in Subgrantee personnel, that will materially affect the ability to attain objectives and performance measures, prevent the meeting of time schedules and objectives, or preclude the attainment of project objectives or performance measures by the established time periods. This disclosure shall be accompanied by a statement of the action taken or contemplated and any Department or federal assistance needed to resolve the situation.
- B. Favorable developments or events that enable meeting time schedules and objectives sooner than anticipated or achieving greater performance measure output than originally projected.

ARTICLE 8. RECORDS

The Subgrantee agrees to maintain all reports, documents, papers, accounting records, books, and other evidence pertaining to costs incurred and work performed hereunder, (hereinafter called the records), and shall make such records available at its office for the time period authorized within the Grant Period, as specified on page 1 of this Grant Agreement. The Subgrantee further agrees to retain said records for four (4) years from the date of final payment under this Agreement, until completion of all audits, or until pending litigation has been completely and fully resolved, whichever occurs last.

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Duly authorized representatives of the Department, the USDOT, the Office of the Inspector General, Texas State Auditor, and the Comptroller General shall have access to the records. This right of access is not limited to the four (4) year period but shall last as long as the records are retained.

ARTICLE 9. INDEMNIFICATION

To the extent permitted by law, the Subgrantee, if other than a government entity, shall indemnify, hold, and save harmless the Department and its officers and employees from all claims and liability due to the acts or omissions of the Subgrantee, its agents, or employees. The Subgrantee also agrees, to the extent permitted by law, to indemnify, hold, and save harmless the Department from any and all expenses, including but not limited to attorney fees, all court costs and awards for damages incurred by the Department in litigation or otherwise resisting such claims or liabilities as a result of any activities of the Subgrantee, its agents, or employees.

Further, to the extent permitted by law, the Subgrantee, if other than a government entity, agrees to protect, indemnify, and save harmless the Department from and against all claims, demands, and causes of action of every kind and character brought by any employee of the Subgrantee against the Department due to personal injuries or death to such employee resulting from any alleged negligent act, by either commission or omission on the part of the Subgrantee.

If the Subgrantee is a government entity, both parties to this Agreement agree that no party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds, as well as the acts and deeds of its contractors, employees, representatives, and agents.

ARTICLE 10. DISPUTES AND REMEDIES

This Agreement supercedes any prior oral or written agreements. If a conflict arises between this Agreement and the Traffic Safety Program Manual, this Agreement shall govern.

The Subgrantee shall be responsible for the settlement of all contractual and administrative issues arising out of procurement made by the Subgrantee in support of Agreement work.

Disputes concerning performance or payment shall be submitted to the Department for settlement, with the Executive Director or his or her designee acting as final referee.

ARTICLE 11. TERMINATION

This Agreement shall remain in effect until the Subgrantee has satisfactorily completed all services and obligations described herein and these have been accepted by the Department, unless:

- This Agreement is terminated in writing with the mutual consent of both parties; or
- There is a written thirty (30) day notice by either party; or
- The Department determines that the performance of the project is not in the best interest of the Department and informs the Subgrantee that the project is terminated immediately.

The Department shall compensate the Subgrantee for only those eligible expenses incurred during the Grant Period specified on page 1 of this Grant Agreement which are directly attributable to the completed portion of the work covered by this Agreement, provided that the work has been completed in a manner satisfactory and acceptable to the Department. The Subgrantee shall not incur nor be reimbursed for any new obligations after the effective date of termination.

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ARTICLE 12. INSPECTION OF WORK

The Department and, when federal funds are involved, the US DOT, or any authorized representative thereof, have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder and the premises in which it is being performed.

If any inspection or evaluation is made on the premises of the Subgrantee or its subcontractor, the Subgrantee shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

ARTICLE 13. AUDIT

The Subgrantee shall comply with the requirements of the Single Audit Act of 1984, Public Law (PL) 98-502, ensuring that the single audit report includes the coverage stipulated in OMB Circular A-133, "Audits of States, Local Governments, and Other Non-Profit Organizations."

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under this Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the State Auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds.

ARTICLE 14. SUBCONTRACTS

The Subgrantee shall not enter into any subcontract with individuals or organizations not a part of the Subgrantee's organization without prior written concurrence with the subcontract by the Department. Subcontracts shall contain all required provisions of this Agreement. No subcontract will relieve the Subgrantee of its responsibility under this Agreement.

ARTICLE 15. GRATUITIES

Texas Transportation Commission policy mandates that employees of the Department shall not accept any benefit, gift, or favor from any person doing business with or who, reasonably speaking, may do business with the Department under this Agreement. The only exceptions allowed are ordinary business lunches and items that have received the advanced written approval of the Department's Executive Director.

Any person doing business with or who reasonably speaking may do business with the Department under this Agreement may not make any offer of benefits, gifts, or favors to Department employees, except as mentioned here above. Failure on the part of the Subgrantee to adhere to this policy may result in termination of this Agreement.

ARTICLE 16. NONCOLLUSION

The Subgrantee warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Subgrantee, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement. If the Subgrantee breaches or violates this warranty, the Department shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price

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or consideration, or otherwise recover the full amount of such fee, commission, brokerage fee, contingent fee, or gift.

ARTICLE 17. CONFLICT OF INTEREST

The Subgrantee represents that it or its employees have no conflict of interest that would in any way interfere with its or its employees' performance or which in any way conflicts with the interests of the Department. The Subgrantee shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the Department's interests.

ARTICLE 18. SUBGRANTEE'S RESOURCES

The Subgrantee certifies that it presently has adequate qualified personnel in its employment to perform the work required under this Agreement, or will be able to obtain such personnel from sources other than the Department.

All employees of the Subgrantee shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of the Subgrantee who, in the opinion of the Department, is incompetent or whose conduct becomes detrimental to the work, shall immediately be removed from association with the project.

Unless otherwise specified, the Subgrantee shall furnish all equipment, materials, supplies, and other resources required to perform the work.

ARTICLE 19. PROCUREMENT AND PROPERTY MANAGEMENT

The Subgrantee shall establish and administer a system to procure, control, protect, preserve, use, maintain, and dispose of any property furnished to it by the Department or purchased pursuant to this Agreement in accordance with its own property management procedures, provided that the procedures are not in conflict with the Department's property management procedures or property management standards and federal standards, as appropriate, in:

- 49 CFR, Part 18, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," or
- 49 CFR, Part 19 (OMB Circular A-110), "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations."

ARTICLE 20. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Upon completion or termination of this Grant Agreement, whether for cause or at the convenience of the parties hereto, all finished or unfinished documents, data, studies, surveys, reports, maps, drawings, models, photographs, etc. prepared by the Subgrantee, and equipment and supplies purchased with grant funds shall, at the option of the Department, become the property of the Department. All sketches, photographs, calculations, and other data prepared under this Agreement shall be made available, upon request, to the Department without restriction or limitation of their further use.

- A. Intellectual property consists of copyrights, patents, and any other form of intellectual property rights covering any data bases, software, inventions, training manuals, systems design, or other proprietary information in any form or medium.

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- B. *All rights to Department.* The Department shall own all of the rights (including copyrights, copyright applications, copyright renewals, and copyright extensions), title and interests in and to all data, and other information developed under this contract and versions thereof unless otherwise agreed to in writing that there will be joint ownership.
- C. *All rights to Subgrantee.* Classes and materials initially developed by the Subgrantee without any type of funding or resource assistance from the Department remain the Subgrantee's intellectual property. For these classes and materials, the Department payment is limited to payment for attendance at classes.

ARTICLE 21. SUCCESSORS AND ASSIGNS

The Department and the Subgrantee each binds itself, its successors, executors, assigns, and administrators to the other party to this Agreement and to the successors, executors, assigns, and administrators of such other party in respect to all covenants of this Agreement. The Subgrantee shall not assign, sublet, or transfer interest and obligations in this Agreement without written consent of the Department.

ARTICLE 22. CIVIL RIGHTS COMPLIANCE

- A. *Compliance with regulations:* The Subgrantee shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the USDOT: 49 CFR, Part 21; 23 CFR, Subchapter C; and 41 CFR, Parts 60-74, as they may be amended periodically (hereinafter referred to as the Regulations). The Subgrantee agrees to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented by the U.S. Department of Labor regulations (41 CFR, Part 60).
- B. *Nondiscrimination:* The Subgrantee, with regard to the work performed during the period of this Agreement, shall not discriminate on the grounds of race, color, sex, national origin, age, religion, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment.
- C. *Solicitations for subcontracts, including procurement of materials and equipment:* In all solicitations either by competitive bidding or negotiation made by the Subgrantee for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the Subgrantee of the Subgrantee's obligations under this Agreement and the regulations relative to nondiscrimination on the grounds of race, color, sex, national origin, age, religion, or disability.
- D. *Information and reports:* The Subgrantee shall provide all information and reports required by the regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department or the USDOT to be pertinent to ascertain compliance with such regulations or directives. Where any information required of the Subgrantee is in the exclusive possession of another who fails or refuses to furnish this information, the Subgrantee shall so certify to the Department or the US DOT, whichever is appropriate, and shall set forth what efforts the Subgrantee has made to obtain the requested information.
- E. *Sanctions for noncompliance:* In the event of the Subgrantee's noncompliance with the nondiscrimination provision of this Agreement, the Department shall impose such sanctions as it or the US DOT may determine to be appropriate.

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- F. Incorporation of provisions: The Subgrantee shall include the provisions of paragraphs A. through E. in every subcontract, including procurements of materials and leases of equipment, unless exempt by the regulations or directives. The Subgrantee shall take such action with respect to any subcontract or procurement as the Department may direct as a means of enforcing such provisions, including sanctions for noncompliance. However, in the event a Subgrantee becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Subgrantee may request the Department to enter into litigation to protect the interests of the state; and in addition, the Subgrantee may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE 23. DISADVANTAGED BUSINESS ENTERPRISE

It is the policy of the Department and the USDOT that Disadvantaged Business Enterprises, as defined in 49 CFR Part 26, shall have the opportunity to participate in the performance of agreements financed in whole or in part with federal funds. Consequently, the Disadvantaged Business Enterprise requirements of 49 CFR Part 26, apply to this Agreement as follows:

- The Subgrantee agrees to insure that Disadvantaged Business Enterprises, as defined in 49 CFR Part 26, have the opportunity to participate in the performance of agreements and subcontracts financed in whole or in part with federal funds. In this regard, the Subgrantee shall make good faith efforts in accordance with 49 CFR Part 26, to insure that Disadvantaged Business Enterprises have the opportunity to compete for and perform agreements and subcontracts.
- The Subgrantee and any subcontractor shall not discriminate on the basis of race, color, sex, national origin, or disability in the award and performance of agreements funded in whole or in part with federal funds.

These requirements shall be included in any subcontract.

Failure to carry out the requirements set forth above shall constitute a breach of this Agreement and, after the notification of the Department, may result in termination of this Agreement by the Department, or other such remedy as the Department deems appropriate.

ARTICLE 24. DEBARMENT/SUSPENSION

A. The Subgrantee certifies, to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
2. Have not within a three (3) year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local public transaction or contract under a public transaction; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in paragraph A. 2. of this Article; and

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4. Have not, within a three (3) year period preceding this Agreement, had one or more federal, state, or local public transactions terminated for cause or default.
- B. Where the Subgrantee is unable to certify to any of the statements in this Article, such Subgrantee shall attach an explanation to this Agreement.
- C. The Subgrantee is prohibited from making any award or permitting any award at any tier to any party which is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, Debarment and Suspension.
- D. The Subgrantee shall require any party to a subcontract or purchase order awarded under this Grant Agreement to certify its eligibility to receive federal grant funds, and, when requested by the Department, to furnish a copy of the certification.

ARTICLE 25. LOBBYING CERTIFICATION

The Subgrantee certifies to the best of his or her knowledge and belief that:

- A. No federally appropriated funds have been paid or will be paid by or on behalf of the Subgrantee to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the party to this Agreement shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The Subgrantee shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

ARTICLE 26. CHILD SUPPORT STATEMENT

Unless the Subgrantee is a governmental or non-profit entity, the Subgrantee certifies that it either will go to the Department's website noted below and complete the Child Support Statement or already has a Child Support Statement on file with the Department. The Subgrantee is responsible for keeping the Child Support Statement current and on file with that office for the duration of this Agreement period. The Subgrantee further certifies that the Child Support Statement on file contains the child support information for the individuals or business entities named in this grant. Under Section 231.006, Family Code, the Subgrantee certifies that the individual or business entity named in this Agreement is not ineligible to receive the specified grant or payment and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.

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The form for the Child Support Statement is available on the Internet at:
<http://www.dot.state.tx.us/cso/default.htm>.

SECTION 4: COMPENSATION

Note: The strategies and goals set forth in this plan are subject to budgetary limitations. Nothing contained herein is to be construed as an employment contract.

4.01. Pay Plan Policy

The purpose of the classification and compensation system is to ensure the recruitment, motivation, career development and retention of professional, excellent employees. The City of College Station values its most important asset, the employees, who provide efficient, effective, responsive and creative public services that result in the highest quality of customer focused services to its citizens.

The classification and compensation system supports the employees of the City by helping them to be responsive to their customers while being fiscally responsible, which assists in preserving and advancing the quality of life resulting in exceptional civic pride.

STRATEGY 1

To provide for a simplified classification system that defines the general scope and complexity of the work required.

GOAL 1: To establish a classification structure that reflects roles and responsibilities.

GOAL 2: The classification plan will meet the current needs of operating departments while providing managers with maximum flexibility to manage and organize the work in a changing environment.

GOAL 3: The classification system will be responsive to organizational and environmental change through the creation of new classes and redefinition of job responsibilities as defined by the City and its departments.

GOAL 4: The Reclassification Process will be administered by the Human Resources Department in an efficient, cost effective, responsive, fair and equitable manner to meet the needs of both the City and its employees.

STRATEGY 2

To provide a compensation system that will reflect economic conditions of the various occupational labor markets in which the City must compete. The system will incorporate a skill-based, competency based, and/or performance-based tool depending on the appropriateness for the occupational grouping.

GOAL 1: Compensation levels will reflect the multiple labor markets covering City classes.

GOAL 2: Pay grade midpoint (job rate) will approximate the 60th percentile of actual salaries paid to positions in the relevant labor market(s) as reported in salary survey results. Pay range minimums and maximums will be established from survey results. On average, the goal will be to pay employees at the 60th percentile for performance that meets standards.

GOAL 3: Classifications which are not used in development of the salary structure (e.g., specialized jobs without peers in the marketplace), will be placed in the salary structure based upon their internal relationship with benchmark classes within the occupational group as determined through a standardized job evaluation process.

GOAL 4: Salary advancement up to the job rate will be based on performance that meets standards and achievement of additional skills/competency sets for the job class as appropriate.

GOAL 5: Employees will be informed regarding their compensation and benefits.

GOAL 6: The compensation system will be responsive to organizational and market changes by consistent, cost effective, fair, and equitable review of the pay structure and placement of individuals within that structure.

STRATEGY 3

Departments will encourage an atmosphere of creativity, innovation, continuous improvement, and operational efficiency improvements.

GOAL 1: Gainsharing will be continued to reward financial savings. When these savings are identified, a portion of the savings will be passed on to employees on a one-time payment after the close of the fiscal year. The balance of the savings will be used to fund necessary city business.

STRATEGY 4

To provide a performance appraisal system (PAS) that will be used to review performance, communicate performance expectations, and support the employee in helping the organization to achieve a superior level of performance.

GOAL 1: The performance appraisal system will be used constructively to promote achievement of organizational goals.

GOAL 2: The performance appraisal system will provide constructive feedback to encourage the development of skills, enhance individual performance, and assist in professional and personal development.

4.02. Pay

A. Pay Range Structure (Minimum, Midpoint, and Maximum)

Each position has a pay range structure of a minimum, midpoint, and maximum pay rate. The minimum pay rate is the entry pay rate, or lowest pay rate for that job. The midpoint pay rate is the point midway between the minimum and maximum pay rates and is the sixtieth (60th) percentile of the market for that job. The sixtieth (60th) percentile is the data point in the salary survey data that is at 60% of the other data points (example: the sixth highest point in a series of ten). The midpoint is determined to be the pay rate on average at which the City of College Station pays. This pay rate is used to determine the point in the salary range that is considered to be the target level for performance that meets standards. An employee may or may not reach the midpoint over time. The maximum pay rate is the top pay rate, or highest pay rate for that job.

B. Job Classification Definitions

Non-exempt - clerical: Positions paid on an hourly basis in accordance with the Fair Labor Standards Act (FLSA) and primarily perform clerical duties.

Non-exempt - non-clerical: Positions paid on an hourly basis in accordance with the Fair Labor Standards Act (FLSA) and do not primarily perform clerical duties.

Exempt: Positions paid on a salary basis in accordance with the Fair Labor Standards Act (FLSA) and primarily perform bonafide executive, administrative, or professional duties.

C. Pay for New Employees

Non-exempt - clerical: An employee may be hired from the minimum pay rate up to ten percent (10%) above the minimum pay rate for that job, depending on qualifications, education, and experience. A Department Director has to receive City Manager and Human Resources approval to pay more than ten percent (10%) above the minimum pay rate for that job.

Non-exempt - non-clerical: An employee may be hired at the rate of pay that reflects the requirements of the skill level he/she brings to the job. Each department has outlined particular skills for these positions that would benefit the department and City as a whole. Each skill level has a particular pay rate associated with it. If the new employee

does not possess any of the skills, he/she will be hired at the minimum pay rate for that job.

Exempt: An employee may be hired from the minimum pay rate up to the midpoint pay rate for that job, depending on qualifications, education, and experience. A Director has to receive City Manager and Human Resources approval to pay more than the midpoint pay rate for that job.

D. Pay Increases

Non-exempt - clerical: An employee is eligible to receive pay increases through a pay for performance pay system. An employee is eligible for performance pay each January 1st following six (6) months of employment. He/she may receive a zero percent (0%) to six percent (6%) pay increase, based on his/her performance, if he/she is currently earning below the midpoint pay rate for that job, not to exceed three percent (3%) above the midpoint pay rate for that job. He/she may receive a zero percent (0%) to three percent (3%) pay increase, based on superior performance, if he/she is currently earning above the midpoint pay rate for that job, not to exceed the maximum pay rate for that job.

Non-exempt - non-clerical: An employee is eligible to receive pay increases through a skill-based pay system. An employee is eligible for a pay increase after six (6) months of employment, unless otherwise specified by the Department, if they have met the required skills for advancement to the next skill level and have a successful performance evaluation. An employee may receive up to two (2) pay increases per fiscal year if he/she has met the required skills for advancement to the next skill level and has a successful performance evaluation within the last twelve (12) months. Once an employee has met the requirements for all skill levels, he/she is eligible for performance pay each January 1st. He/she may receive a zero percent (0%) to six percent (6%) pay increase, based on his/her performance, if he/she is currently earning below the midpoint pay rate for that job, not to exceed three percent (3%) above the midpoint pay rate for that job. He/she may receive a zero percent (0%) to three percent (3%) pay increase, based on superior performance, if he/she is currently earning above the midpoint pay rate for that job, not to exceed the maximum pay rate for that job.

Exempt: An employee is eligible to receive pay increases through a competency-based pay system. An employee is eligible for competency pay each January 1st following six (6) months of employment. He/she may receive a zero percent (0%) to six percent (6%) pay increase, based on his/her performance, if he/she is currently earning below the midpoint pay rate for that job, not to exceed three percent (3%) above the midpoint pay rate for that job. He/she may receive a zero percent (0%) to three percent (3%) pay increase, based on superior performance, if he/she is currently earning above the midpoint pay rate for that job, not to exceed the maximum pay rate for that job.

E. Promotions

Non-exempt - clerical: When an employee is promoted to another position, he/she will be paid the new minimum pay rate for that job or will receive a five percent (5%) pay increase, whichever is greater, not to exceed the midpoint pay rate for that job.

Non-exempt - non-clerical: When an employee is promoted to another position, he/she will be paid the rate of pay that reflects the requirements of the skill level he/she brings to the job or will receive a five percent (5%) pay increase, whichever is greater.

Exempt: When an employee is promoted to another position, the Director may pay the employee from the minimum pay rate up to the midpoint pay rate for that job, depending on his/her qualifications, education, and experience.

F. Demotions

Non-exempt - clerical: When an employee is demoted to another position, he/she will be paid from the new minimum pay rate up to the midpoint pay rate for that job, not to exceed his/her current pay rate. Placement in the new pay range may be based on the relation where the employee was being paid in the higher pay range.

Non-exempt - non-clerical: When an employee is demoted to another position, he/she will be paid the rate of pay that reflects the requirements of the skill level he/she brings to the job. If he/she does not meet any of the skill level requirements, he/she will be paid at the minimum pay rate for that job.

Exempt: When an employee is demoted to another position, he/she will be paid from the new minimum pay rate up to the midpoint pay rate for that job, not to exceed his/her current pay rate. Placement in the new pay range may be based on the relation where the employee was being paid in the higher pay range.

All demotions must be done in conjunction with the Department Director and Human Resources.

G. Position Transfers

Non-exempt - clerical: When an employee is transferred to a different position, he/she will keep his/her current pay rate.

Non-exempt - non-clerical: When an employee is transferred to a different position, he/she will keep his/her current pay rate or will be paid the rate of pay that reflects the requirements of the skill level he/she brings to the job, whichever is greater.

Exempt: When an employee is transferred to a different position, he/she will keep his/her current pay rate.

H. Reclassifications

Non-exempt - clerical: When an employee's position is reclassified to a higher pay grade due to substantial change in job responsibility, he/she will be paid the new minimum pay rate for that job or will receive a five percent (5%) pay increase, whichever is greater. When an employee's position is reclassified to a lower pay grade due to substantial change in job responsibility, he/she will be paid the new minimum pay rate for that job or keep his/her current pay, whichever is greater.

Non-exempt - non-clerical: When an employee's position is reclassified to a higher pay grade due to substantial change in job responsibility, he/she will be paid the rate of pay that reflects the requirements of the skill level he/she brings to the job or will receive a five percent (5%) pay increase, whichever is greater. When an employee's position is reclassified to a lower pay grade due to substantial change in job responsibility, he/she will be paid the rate of pay that reflects the requirements of the skill level he/she brings to the job or keep his/her current pay, whichever is greater.

Exempt: When an employee's position is reclassified to a higher pay grade due to substantial change in job responsibility, he/she will be paid the new minimum pay rate for that job or will receive a five percent (5%) pay increase, whichever is greater. When an employee's position is reclassified to a lower pay grade due to substantial change in job responsibility, he/she will be paid the new minimum pay rate for that job or keep his/her current pay, whichever is greater.

I. Acting Pay

An employee may be charged with the duties and responsibilities of a higher classified position due to that employee's absence from the higher classified position. If an employee assumes these duties and responsibilities for more than thirty (30) days, a five percent (5%) pay increase will be given. A Department Director has to receive City Manager and Human Resource approval to pay more than five percent (5%). The acting pay increase will be effective starting the first day of assuming the duties and responsibilities of the higher classified position and the acting pay increase will end once

the duties and responsibilities are no longer being performed. If an employee assumes these duties and responsibilities for less than thirty (30) days, no pay increase will be given.

J. Disciplinary Probations

An employee on disciplinary probation will not receive a pay increase. Once he/she is no longer on disciplinary probation and has a successful performance evaluation as defined by the Department, he/she may receive a pay increase under the established pay plan guidelines.

K. Salary and Market Surveys

Overview: The Human Resources Department will conduct, at a minimum, a yearly salary and market survey to determine the City of College Station's competitiveness to the applicable market's 60th percentile. Other cities with comparable characteristics to that of College Station are determined to be the "applicable market" and are used as comparisons in the survey. Other applicable data from other employers, entities, or organizations may be utilized as well.

The overall findings of the survey are presented to the City Council for discussion and possible action. If the City of College Station's pay range structures are determined to be behind or ahead of the market, recommendations may be made to the City Council to increase the current pay range structures, decrease the current pay range structures, or keep the current pay range structures, keeping in mind any budgetary constraints.

Market Pay Adjustments: Depending where each individual employee is being paid in their pay range structure, he/she may or may not receive a pay adjustment to their current pay rate. In the event of a market pay adjustment, the effective date of such change will be approved by the City Council.

L. Gainsharing

Overview: The Gainsharing Program rewards employees for cost saving measures. Gainsharing is a concept used in the private sector to provide employees with a portion of the profits of the organization. This same concept is used to try and reward College Station employees for finding ways to save money for the City through improved operations and innovations.

Funds used as gainsharing come from savings from the current budget. During the fiscal year, departments are encouraged to implement programs that promote savings in the budget so funds could be available for the Gainsharing Program. Departments are also encouraged to do things that result in small savings in day to day activities.

Employee Eligibility Criteria: The following criteria is used to determine whether or not an employee is eligible to participate in the Gainsharing Program:

1. Employee must be regular full-time or regular part-time.
2. Employee must be employed prior to April 1st of the fiscal year.
3. Employee must be employed on the day the gainsharing check is distributed.

Gainsharing Distribution: One-third (1/3) of the total identified net savings is distributed to eligible employees in the form of a one-time gainsharing check. This check is typically given in December following the previous fiscal year. Federal taxes and mandatory retirement deductions are deducted from the gainsharing check. The remaining two-thirds (2/3) is identified as additional resources for future programs. All eligible employees in all departments share equally in the gainsharing distribution.

Savings at the end of a fiscal year may or may not be realized. If savings are realized, the amounts may vary from fiscal year to fiscal year. A gainsharing check is not guaranteed

to be distributed each year. All gainsharing check distributions must be approved by the City Council.

Note: The strategies and goals set forth in this plan are subject to budgetary limitations. Nothing contained herein is to be construed as an employment contract.

4.03. Time Sheets

Employees are required to furnish a record of their work time for each day of the pay period. Each employee is responsible for the accuracy of his/her time sheet before signing and submitting it to his/her immediate supervisor. Time sheets are due in the Payroll office at a designated time during the week prior to payday.

4.04. Pay Day

The City divides the year into twenty-six (26) bi-weekly pay periods. Employees are paid every other Friday for work performed during the preceding two-week pay period.

4.05. Pay Checks

Each paycheck includes payment for all hours worked during the pay period or hours covered by some form of paid leave. Employees receive their paychecks through direct deposit into their checking and/or savings accounts. Paycheck stubs are distributed to employees in their respective departments. Employees should check their paycheck stubs to assure the hours, pay rate, and deductions are correct. If an employee perceives that something is not correct on his/her paycheck stub, the employee should immediately contact their immediate Supervisor and the Payroll Office.

4.06. Payroll Deductions

The following deductions are required by law or the City from each paycheck:

1. Federal income tax withholding;
2. Social Security/Medicare;
3. Texas Municipal Retirement System (eligible employees only);
4. Deductions directed by law, such as child support, IRS tax levy;
5. Payment of health insurance premiums (if applicable); and
6. Payment of life insurance or supplemental life insurance (if applicable).

Additional deductions, which are optional and may be requested by an employee:

1. Credit Union;
2. Gym membership;
3. United Way contributions;
4. Flex Plan deductions;
5. Deferred Compensation plans;
6. Savings Bond Purchases;
7. Optional Benefit Plans; and
8. Work-related purchases (i.e. safety footwear, coveralls, etc.).

Employees wishing to add or change payroll deductions should contact the Human Resources Department. It is the employee's responsibility to maintain current payroll deduction information with the Human Resources Department and/or the Payroll office.

4.07. Overtime Pay/Compensatory Time Off

The normal work week for full-time, regular, employees with the exception of firefighters is the seven day period beginning at 12:01 a.m. on Monday and continuing through 12:00 midnight the following Sunday.

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Under the FLSA 207(k) exemption, firefighters have an established work period. Specific details relating to the work period and work schedule are available in the Fire Department.

Department Directors may schedule overtime when necessary to meet essential operating requirements. Efforts will be made to distribute the overtime as evenly as possible among qualified employees. Once an employee is scheduled to work overtime, he/she is expected to show up and perform the work. Any employee who fails to show up and work scheduled overtime may be subject to disciplinary action. Employees are not permitted to work overtime, or accrue compensatory time off, without prior authorization and approval by their immediate Supervisor or Department Director.

A. Non-Exempt Employees

Employees in non-exempt positions with actual work hours that exceed forty (40) in the designated work week are eligible to receive overtime pay or compensatory time off. City employees may also be eligible for overtime pay for hours worked during a regularly scheduled holiday and for hours worked on an emergency callback basis. In conformance with the Fair Labor Standards Act, employees will be compensated for overtime pay or compensatory time off at a rate of one and one-half (1-1/2) times their regular rate of pay for the hours worked in excess of forty (40) in a work week.

Firefighters are eligible for overtime pay or compensatory time off in accordance with the FLSA 207(k) exemption.

The accrual of compensatory time off for non-exempt employees is limited to sixty (60) hours, unless otherwise specified by the Department. After accruing sixty (60) hours of compensatory time off, an employee will receive overtime pay for excess hours in the designated work week.

For the purpose of computing overtime and compensatory time for non-exempt employees, holiday, sick, or vacation time used during the pay period may be included. Upon termination, non-exempt employees will be paid for all accrued overtime and/or compensatory time.

B. Exempt Employees

Employees who are exempt from the Fair Labor Standards Act overtime provisions will not receive overtime pay. With prior authorization and approval, exempt employees are eligible to accrue compensatory time on an hour-for-hour basis for work performed above the normal requirements of the job. Accrual of compensatory time for exempt employees is unlimited. Upon termination, exempt employees will not be paid for accrued compensatory time.

C. Overtime - Secondary Employment

If an employee, at his/her own option, works a second job with the City in a different capacity from his/her regular employment and on an occasional and sporadic basis, the hours worked in the two jobs shall not be combined for the purpose of determining overtime. "Different capacity" means that the work must not fall in the same occupational category as the employee's regular position.

4.08. Shift Differential Pay

Police Officers, Communication Operators and Public Safety Officers working the evening and night shifts, as established by the department, will be eligible for shift differential pay. The pay differential will be paid per hour for the time assigned during the applicable shift.

4.09. Pay - Daylight Savings Time

City employees will be paid for hours actually worked during a shift that includes the change to or from Daylight Savings Time. This may place the employee in an overtime situation for one (1) hour or may result in one (1) hour less than a usual shift. At the discretion of the Department Director, employees may be allowed to leave work one hour early or work one extra hour. Also, at the discretion of the Department Director, employees may use one (1) hour of accrued vacation or comp time to ensure he/she receives a full shift of pay.

4.10. On Call

Although all City employees are subject to being called back to duty after normal working hours, some Department Directors may establish on-call schedules to ensure the continuous delivery of essential services after regularly scheduled working hours.

On-call is defined as a period of time that City employees are formally scheduled to remain available to be called back to work on short notice if the need arises.

A non-exempt City employee who is formally designated to be in an on-call status will be paid an additional \$15.00 per day. Additionally, all working time after being called into service will be compensated as hours worked. The overtime rate of one and one-half (1-1/2) times the regular rate will apply if the hours actually worked during the work week and while on call exceed forty (40) hours. Exempt employees do not receive on-call compensation. Employees who are scheduled for on-call duty are expected to respond to a reasonable assignment. Failure to respond to a reasonable on-call assignment may subject an employee to disciplinary action.

Non-exempt employees (whether in an on-call status or not) who are called back to work after leaving the work premises before midnight will receive a minimum of one (1) hour of pay for the first call. Any sequential calls received while completing the first call will be included in the initial one (1) hour minimum pay. A non-exempt employee will receive an additional minimum of one (1) hour of pay for each subsequent call received during the same twenty-four (24) hour period once he/she returns home after completing a call. Non-exempt employees who are the first to respond to emergency duty between the hours of midnight and 6:00 AM will receive a minimum of two (2) hours of overtime pay at one and one-half (1-1/2) times their regular rate of pay without regard to whether forty (40) hours per week have been worked. The minimum of two hours of overtime pay will only be paid one time per night. Scheduled overtime during these hours is not affected by this policy. Any additional actual hours worked in excess of the two (2) hours will be paid as regular working time rounded to the nearest one-half (1/2) hour, and subject to the overtime rate after forty (40) hours in a work week.

4.11. Educational Incentive Pay for Fire and Police

It is the policy of the City of College Station to be competitive and provide incentives to the Fire and Police Department that will encourage the development and retention of a professional Fire and Police Department by raising the standards of promotional qualifications.

A. Eligibility

All regular full-time Police Officers and Firefighters are eligible to receive certification and incentive pay above the required basic certification.

B. Procedures

Educational incentive pay for eligible employees' completion of a pre-approved course or degree from an accredited college, university, or technical school (internet offered courses will be reviewed and pre-approved on a case by case basis) is as follows:

Police (TCLEOSE)

Associate's Degree \$25/mo.
Bachelor's Degree \$50/mo.
Master's Degree \$75/mo.
Intermediate Certificate in Law Enforcement \$75/mo.
Advanced Certificate in Law Enforcement \$100/mo.
Master Peace Officer Certificate in Law Enforcement \$150/mo.
Eligible Police Officers may receive pay for both a degree and a certificate.

Fire (Commission on Fire Protection)

Associate's Degree \$25/mo.
Bachelor's Degree \$50/mo.
Master's Degree \$75/mo.
Intermediate Certificate in Fire Protection \$75/mo.
Advanced Certificate in Fire Protection \$100/mo.
Master Certificate in Fire Protection \$150/mo.
Eligible Firefighters may receive pay for both a degree and a certificate.

C. Application Process

Eligible Police Officers and Firefighters are required to submit an application to the Police Chief or Fire Chief accompanied with a certified transcript and/or copy of the certificate issued by TCLEOSE, the Commission on Fire Protection, or the Texas Department of Health.

4.12. Public Safety Assignment Pay

A. Purpose

The City of College Station has identified a need for Public Safety employees to become proficient in certain fields of expertise. To encourage and reward employees for these additional duties, and for acquiring these skills, special assignment pay will be given.

B. Eligibility

All regular full-time Police Officers and Firefighters may be eligible to receive assignment pay. The Department Director will determine the number of positions needed for each assignment and the criteria for eligibility. The number will be limited and may be changed by the department. Employees may receive more than one assignment pay.

C. General Provisions

Individuals who qualify to receive assignment pay, as determined by the department, will receive the following amounts:

Police

Accident Reconstructionist \$50/mo.
Hostage Negotiator \$35/mo.
Field Training Officer (FTO) Patrol \$15/day
Field Training Officer (FTO) Communications \$12/day
Forensic Technician \$100/mo.
Training Specialist (SRO and FTO Coordinator) \$100/mo.
Crime Scene Technician \$50/mo.
Special Weapons and Tactics (SWAT) \$50/mo.
Explosive Technician \$75/mo.
Drug Recognition Expert (DRE) \$50/mo.
Public Information Officer (PIO) \$75/mo.
Canine Handler \$75/mo.
Criminal Investigation \$100/mo.

Fire

Texas Department of Health's Paramedic Certification \$200/mo.

Fire and Arson Investigator \$50/mo.
Aircraft Rescue and Firefighting \$50/mo.
Hazardous Material Technician \$50/mo.

Application for assignment pay must be made to the Police Chief or Fire Chief with the required documentation as outlined in the departmental policy. Periodic reviews by the department will be conducted to determine if the employee still qualifies for assignment pay. Assignment pay will not be given to employees who are no longer qualified. Assignment pay will become part of the base wage when calculating overtime.

4.13. Language Skills Pay

A. Purpose

The City of College Station recognizes that in serving a diverse population, the use of a second language may be of benefit in providing quality service. Therefore, the City has developed a program to compensate employees who are proficient in the use of a second language.

B. Eligibility

All full-time regular and part-time regular employees in all departments of the City are eligible for language skills pay. Departments may regulate the number of employees by position or quantity, depending on its particular needs.

C. Responsibilities

It is the responsibility of the employee to request testing opportunities through his/her departmental management. The Human Resources Department in consultation with the employee's Director will decide if that person should proceed through the process. If so, the Human Resources Department will arrange for testing through a qualified testing service.

By receiving language skills compensation, the employee agrees to serve the organization by utilizing the language when needed either in their own position or when requested by other departments. The employee would be designated as a "City Translator" and will have their name available to be called on to use their skills for the benefit of the public and organization as a whole. Because the designation of "City Translator" carries with it the expectation of being called away from their regularly assigned duties of the department, the department may regulate the number of designated employees by position or quantity.

The department will pay for the language skills test(s) for a qualified employee a maximum of two (2) times. An employee is eligible to retest after six (6) months have passed from the original test date.

D. General Provisions

Employees who pass the established proficiency test(s) may be compensated for oral and/or written language skills.

Oral Language Skills: \$25/mo.

Written Language Skills: \$35/mo.

Oral and Written Language Skills: \$60/mo.

4.14. Sign Language Skills

Employees who are proficient in sign language may be compensated thirty-five (\$35) dollars per month for the skill.

Project Title: STEP - CIOT

Name of Subgrantee: City of College Station

Traffic Safety Project Description

I. OBJECTIVES & PERFORMANCE MEASURES

The Objectives of this grant are to accomplish the following by June 30, 2007:

To increase safety belt use among drivers, front seat passengers, and child passengers during the Memorial Day holiday period and in locations as defined in Attachment F, Operational Plan.

Objectives/Performance Measures	Number
A. Number and type citations to be <u>issued under STEP</u>	
1. Safety belt citations to be issued during the Memorial Day Holiday Click It or Ticket (CIOT) mobilization.	305
2. Child safety seat citations to be issued during the Memorial Day Holiday CIOT mobilization.	10
B. Number of STEP – CIOT enforcement hours worked	121
C. Increase the safety belt usage rate among drivers and front seat passengers during the Memorial Day Holiday CIOT mobilization, between pre & post survey results, by at least the following percentage points	2
D. Complete administrative and general grant requirements as defined in the Action Plan, Attachment D.	
1. Submit the Final Performance Report and Administrative Evaluation Report.	1
2. Submit the following number of Requests for Reimbursement	1
E. Support grant enforcement efforts with public information and education (PI&E) as defined in the Action Plan, Attachment D.	
1. Conduct a minimum of one (1) presentation for the Memorial Day Holiday CIOT mobilization.	1
2. Conduct a minimum of two (2) media exposures for the Memorial Day Holiday CIOT mobilization (e.g., news conferences, news releases and interviews).	2
3. Conduct a minimum of one (1) community event.	1
4. Obtain and distribute the following number of public information and education materials.	40

NOTE:

Nothing in this agreement shall be interpreted as a requirement, formal or informal, that a peace officer issue a specified or predetermined number of citations in pursuance of the Subgrantee's obligations hereunder.

II. RESPONSIBILITIES OF THE SUBGRANTEE:

- A. Carry out the objectives and performance measures of this grant by implementing all activities in the Action Plan, Attachment D.
- B. The Objectives/Performance Measures shall be included in the Final Performance Report and Administrative Evaluation Report.
- C. Submit all required reports to the Department fully completed with the most current information, and within the required times, as defined in Article 3 and Article 7 of the General Terms and Conditions, Attachment B.
- D. Complete and submit a **Final Performance Report and Administrative Evaluation Report** electronically on the Buckle Up Texas website (www.buckleuptexas.com) no later than twenty **(20) days** after the end of the enforcement period. The due date for this report is **June 23, 2007**. All required documents must be accurate. Inaccurate documents will delay any related Requests for Reimbursement.
- E. A **Final Request for Reimbursement (RFR)** must be submitted no later than forty-five **(45) days** after the end of the grant period. The due date for the Final Request for Reimbursement is **August 14, 2007**. All required documents must be accurate. Inaccurate documents will delay any related Requests for Reimbursement.
- F. Attend meetings according to the following:
 - 1. The Subgrantee will arrange for meetings with the Department as indicated in the Action Plan to present status of activities, discuss problems and schedule for the following quarter's work.
 - 2. The project director or other qualified person will be available to represent the Subgrantee at meetings requested by the Department.
- G. When applicable, all newly developed public information and education (PI&E) materials must be submitted to the Department for written approval prior to final production. Contact the Department regarding PI&E procedures.
- H. No out of state travel is allowed under this grant agreement.
- I. Maintain verification that all expenses, including wages or salaries, for which reimbursement is requested is for work exclusively related to this project.
- J. Ensure that this grant will in no way supplant (replace) funds from other sources. Supplanting refers to the use of federal funds to support personnel or any activity already supported by local or state funds.
- K. The Subgrantee should have a safety belt use policy. If the Subgrantee does not have a safety belt use policy in place, a policy should be implemented during the grant year.
- L. Carry out the objectives of this grant by implementing the Operational Plan.
- M. Ensure that each officer working on the STEP project will complete an officer's daily report form. The form should include: name, date, badge/identification number, type of grant worked, grant site number, mileage if applicable (including starting and ending mileage), hours worked, type of citation/arrest issued, officer and supervisor signatures.
- N. Ensure that no officer above the rank of Lieutenant (or equivalent title) will be reimbursed for enforcement duty, unless the Subgrantee received specific written authorization from the Department (TxDOT) prior to the costs being incurred.

Subgrantee: City of College Station

- O. Support grants enforcement efforts with Public Information and Education (PI&E). Salaries being claimed for PI&E activities must be included in the budget.
- P. Subgrantees with a traffic unit will utilize traffic personnel for this grant, unless such personnel are unavailable for assignment.
- Q. If an officer makes a STEP-related arrest during the shift, but does not complete the arrest before the shift is scheduled to end, the officer can continue working under the grant to complete that arrest.
- R. **The Subgrantee must utilize the Department's Occupant Protection Survey Tools and Worksheets to determine their survey results. These documents can be found on the Buckle Up Texas Website (www.buckleuptexas.com).** The pre and post-observational surveys for the cities of Houston, Dallas, San Antonio, Austin, El Paso, Fort Worth, Arlington, Corpus Christi, Lubbock and Garland will be conducted by the Texas Transportation Institute (TTI).

III. RESPONSIBILITIES OF THE DEPARTMENT:

- A. Monitor the Subgrantee's compliance with the performance obligations and fiscal requirements of this Grant Agreement using appropriate and necessary monitoring and inspections, including but not limited to:
 - 1. Review of periodic reports
 - 2. Physical inspection of project records
 - 3. Telephone conversations
 - 4. E-mails and letters
 - 5. Meetings
- B. Provide program management and technical assistance.
- C. Attend appropriate meetings.
- D. Reimburse the Subgrantee for all eligible costs as defined in the Traffic Safety Project Budget, Attachment E. Requests for Reimbursement will be processed up to the maximum amount payable as indicated on the cover page of the Grant Agreement.
- E. Perform an administrative review of the project at the close of the grant period to include a review of adherence to the Action Plan, Attachment D, the Traffic Safety Project Budget, Attachment E and attainment of project objectives.

8.05. Vehicle Driving Policy

A. Policy

The City is committed to promoting safe and responsible driving for all of its employees. To ensure this commitment is followed through, the City has established this policy of standards and requirements for employees with job duties and responsibilities that require them to drive City owned or rented/leased vehicles, or privately owned vehicles while conducting authorized City business.

B. Driving Certification/Standards

Employees who drive vehicles applicable to this policy must conform to the following standards:

1. Be at least 18 years of age.
2. Possess a valid Texas driver license for the type of vehicle to be operated, as indicated below.
 - a. Class C License operates a single vehicle with gross vehicle weight ("GVW") rating of less than 26,001 pounds, or any such vehicle towing either a vehicle with a GVW rating that does not exceed 10,000 pounds; a bus with a seating capacity of less than 24 passengers, including the driver, does not include motorcycle or moped.
 - b. Class A License - Commercial Driver's License (CDL) operates any combination of vehicles with a gross combination weight rating of 26,001 pounds or more, provided the gross vehicle weight rating of the vehicle or vehicles being towed exceed 10,000 pounds; does not include motorcycle or moped.
 - c. Class B License - Commercial Driver's License - operates single vehicles with a load capacity of over 26,001 pounds or more, any one of those vehicles towing another vehicle with a GVW rating that does not exceed 10,000 pounds if either vehicle is:
 - (1) designed to transport 16 or more passengers; including the driver, or
 - (2) used in the transportation of hazardous materials that require the vehicle to be placarded under 49 CFR, Part 172, Subpart F.
- (3) Possess the appropriate insurance if driving a personal vehicle.
3. Have successfully completed the requirement of the department's road test within 30 calendar days of the date the employee is required to operate a vehicle covered by this policy. This applies to individuals who fall under 2B and 2C.
4. Attend a City sponsored defensive driving course within ninety (90) days after beginning to drive on City business. The defensive driving course will be repeated every three (3) years throughout an individual's employment where driving is necessary. Police and Fire may substitute this stipulation with the annual Emergency Vehicle Operating course.
5. Attend the mandatory commentary (remedial) driving course if involved in a collision in a City vehicle, which is ruled preventable and which has \$750.00 or more in damage to either a City vehicle or a citizen's vehicle.
6. Be able to perform the tasks required for full operational and safe use of equipment, as determined by the guidelines of the Department of Transportation (DOT) and the State of Texas law statutes.

C. Mandatory Seat Belt Usage

All employees and occupants of vehicles driven by employees on City business must have their seat belts and harness fastened while the vehicle is in motion. This directive applies

to City owned or rented/leased vehicles, and privately owned vehicles being used to conduct authorized City business.

City of College Station Employee Handbook Approved September 2004 58



Form 1852 (rev. 3/13/2007)

Attachment D

ACTION PLAN FY 2007

PROJECT TITLE: STEP - CIOT

SUBGRANTEE: City of College Station

OBJECTIVE: To complete administrative and general grant requirements by 06/30/2007, as defined below:

KEY:

p = planned activity
c = completed activity
r = revised

ACTIVITY	RESPONSIBLE	PROJECT MONTH															
		OC	NO	DE	JA	FE	MR	AP	MY	JN	JL	AU	SE	OC	NO		
1. Submit letter regarding signature authority.	Subgrantee								P								
2. Submit operational cost per vehicle mile (If applicable).	Subgrantee								P								
3. Hold Grant delivery meeting.	Department								P								
4. Submit Final Performance Report and Administrative Evaluation Report.	Subgrantee									P							
5. Submit Final Request for Reimbursement.	Subgrantee											P					
6. Conduct Monitoring.	Department								P	P							
7. Conduct Surveys	Subgrantee								P	P							
8. Conduct Enforcement	Subgrantee								P	P							



Form 1852 (rev. 3/13/2007)

Attachment D

ACTION PLAN FY 2007

PROJECT TITLE: STEP - CIOT

SUBGRANTEE: City of College Station

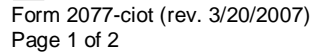
OBJECTIVE: To support grant efforts with a public information and education (PI&E) program by 06/30/2007, as defined below:

KEY:

p = planned activity
c = completed activity
r = revised

Modify these activities as appropriate:		PROJECT MONTH													
ACTIVITY	RESPONSIBLE	OC	NO	DE	JA	FE	MR	AP	MY	JN	JL	AU	SE	OC	NO
1. Determine types of materials needed.	Subgrantee								P						
2. Distribute materials.	Subgrantee								P	P					
3. Maintain records of all PI & E material received/distributed.	Subgrantee								P	P					
4. Conduct presentation.	Subgrantee								P						
5. Conduct media exposures (e.g., news conferences, news releases, and interviews)	Subgrantee								P	P					
6. Conduct community event (e.g., health fairs, booths).	Subgrantee								P						

To add another row to table, press TAB at end of row.



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Fringe Benefits Cost Breakdown

Accidental Death and Dismemberment – 0.03% per \$1000.00 of base salary

Group Insurance – \$5,328 per person per year

Group Life Insurance – 0.37% per \$1000.00 of base salary

Long Term Disability – 0.18% per \$1000 of base salary

Medicare – 1.45%

Social Security – 6.2%

Texas Municipal Retirement System – 11.9%

Workmen's Compensation Insurance (average police) – 3.5%

Unemployment – 0.1% up to \$40 per year

TRAFFIC SAFETY OPERATIONAL PLAN

FY07 Memorial Day Holiday CIOT STEP

SITE DESCRIPTION	ENFORCEMENT PERIOD
Occupant Protection Jurisdiction wide	Memorial Day Holiday May 21 – June 3, 2007 (Minimum # of enforcement days: 4) (Day or Nighttime enforcement)
REPORTING PERIOD / DUE DATES	
Reporting Period: May 1 – June 30, 2007 Final Performance Report and AER: June 23, 2007 Final RFR: August 14, 2007	

FY 07 Memorial Day Holiday CIOT STEP Schedule				
Pre-surveys	Pre-Media Campaign	Enforcement Period	Post-surveys	Post-Media Campaign
May 7 – 13, 2007	May 14 – 20, 2007	May 21 – June 3, 2007	June 4 – 10, 2007	June 11 – 15, 2007

Description of Activities

Pre-Surveys

Prior to conducting any wave enforcement activity, agencies must conduct pre-observational surveys to establish safety belt usage rates. The cities of Houston, Dallas, San Antonio, Austin, El Paso, Fort Worth, Arlington, Corpus Christi, Lubbock and Garland will have their surveys conducted by the Texas Transportation Institute (TTI). All other agencies must conduct their own pre-observational surveys using the Texas Department of Transportation's (TxDOT) survey protocol and instructions that can be found at www.buckleuptexas.com. Click on the "Survey Worksheet and Tools" link.

Pre-Media Campaign

Conduct local media events immediately before the enforcement effort to maximize the visibility of enforcement to the public. These media events tell the public when, where, how and why the safety belt laws are being enforced. Media will emphasize the special target groups of each wave effort, i.e. CIOT.

Note: The Survey and Media dates above are to be used as a guide. Late grant execution may result in a subgrantee conducting pre-survey and pre-media activities at a later date. These activities must occur prior to enforcement activities beginning.

Enforcement Period

Intensify enforcement through an overtime STEP that places primary emphasis on increasing the number of citations for non-use of occupant restraints during the peak holiday traffic.

Post-surveys

Conduct post-observational surveys to determine safety belt usage. Measure the impact of the media/enforcement effort. The cities of Houston, Dallas, San Antonio, Austin, El Paso, Fort Worth, Arlington, Corpus Christi, Lubbock and Garland will have their surveys conducted by the Texas Transportation Institute (TTI). All other agencies must conduct their own post-observational surveys using the Texas Department of Transportation's (TxDOT) survey protocol and instructions that can be found at www.buckleuptexas.com. Click on the "Survey Worksheet and Tools" link.

Post-media Campaign

Conduct local media events to tell the public why the safety belt laws are important and the results of the wave.

Note: The Post-media Campaign may begin immediately after the post observational surveys are conducted.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS AUTHORIZING THE MAYOR TO SIGN A TEXAS HIGHWAY TRAFFIC SAFETY PROGRAM GRANT AGREEMENT FOR THE CLICK IT OR TICKET SELECTIVE TRAFFIC ENFORCEMENT PROGRAM WITH THE TEXAS DEPARTMENT OF TRANSPORTATION.

WHEREAS, the Texas Department of Transportation has proposed that the City of College Station participate in its Click It or Ticket Selective Traffic Enforcement Program to increase safety belt use among drivers, front seat passengers and child passengers; and

WHEREAS, the Texas Department of Transportation has approved a grant for the City of College Station in the total amount of \$6,500.00 for the Click It or Ticket Selective Traffic Enforcement Program; and

WHEREAS, the Click It or Ticket Selective Traffic Enforcement Program is effective from May 21, 2007, through June 3, 2007, during which time the City of College Station shall be reimbursed for 100% of the expenses incurred to operate the program; and

WHEREAS, the City Council of the City of College Station believes that the citizens will benefit from the City participating in the Click It or Ticket Selective Traffic Enforcement Program; now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS:

- Part 1: That the City Council of the City of College Station, Texas, hereby approves the grant agreement for \$6,500.00 for the Click It or Ticket Selective Traffic Enforcement Program.
- Part 2: That the City Council of the City of College Station, Texas, hereby authorizes the Mayor to sign the Click It or Ticket Selective Traffic Enforcement Program grant agreement referred to above.
- Part 3: That this resolution shall take effect immediately from and after its passage.

PASSED and APPROVED this 26th day of April, 2007.

ATTEST:

APPROVED:

CONNIE HOOKS, City Secretary

RON SILVIA, Mayor

APPROVED AS TO FORM:



City Attorney

**April 26, 2007
Consent Agenda
Water Services Lift Truck**

To: Glenn Brown, City Manager

From: John Woody, Director of Water Services

Agenda Caption: Presentation, possible action, and discussion regarding approval of expenditures in the amount of \$59,844 to Philpott Motors for a heavy duty service truck with 3-ton lift for the Water Services Department.

Recommendation: Staff recommends approval of this expenditure.

Summary: This vehicle is on contract with Philpott Motors through the Houston-Galveston Area Council's (H-GAC) Cooperative Purchasing Program. The City has an Interlocal Agreement with H-GAC and purchases made from the H-GAC program satisfy the City's requirement for competitive bidding.

The request for a maintenance service vehicle in the Wastewater division was approved via the SLA process in the FY07 budget. It was intended that the vehicle would allow maintenance personnel to lift or lower submersible pumps, motors, aerators, and other heavy equipment into place for maintenance and then return the equipment to service. Further research and discussions with the vendor have determined that to get the reach distance on the crane that is required to service the equipment in lift stations and remote plants, the service truck must have a heavy duty frame and outriggers. It is recommended that a new vehicle with outriggers be purchased to meet the needs of the Wastewater division, and the original truck order (no outriggers) be used to fill a need for a required replacement vehicle.

Budget & Financial Summary: \$40,000 is available in the Fleet Replacement Fund and the remaining balance of \$20,000 will be transferred from the Water Services Operational Fund to the Fleet Replacement Fund.

Attachment:

Pricing Summary

H-GAC BID HT11-05

\$ 59,843.94

**April 26, 2007
Consent Agenda
Renewal of Annual Purchasing Agreement for Chlorine**

To: Glenn Brown, City Manager

From: John Woody, Director of Water Services

Agenda Caption: Presentation, possible action, and discussion to approve the renewal of the purchasing agreement contract for liquid chlorine from DXI Industries not to exceed \$66,690.

Recommendation: Staff recommends approval of the contract renewal.

Summary: Chlorine is added to our public water supply to ensure disinfection and meet Texas Department of Health requirements. Due to our inter-local purchasing agreement with the City of Bryan, we were able to piggyback on their bid 05-088. This is the second year renewal of contract 05-088. DXI Industries has agreed to renew this contract for the same unit price, and their performance has been good. Staff recommends renewal of the contract.

Budget & Financial Summary: Water operating funds are budgeted and available.

Attachments:

1. Chlorine Renewal Agreement



CITY OF COLLEGE STATION

the heart of the Research Valley

Purchasing Department

979.764.3823 (phone) 979.764.3899 (fax)

www.cstx.gov

March 30, 2007

Mr. John Sanders
DXI Industries, Inc.
1919 Jacintoport
Houston, TX 77015

**RE: Renewal Bid 05-088 Joint Bid with City of Bryan
Liquid Chlorine**

Dear Mr. Sanders:

The City of College Station appreciates the services provided by DXI this past year. We would like to exercise our option to renew the above referenced agreement for the term of June 10, 2007 through June 9, 2008 for 130 containers for the total of \$66,690.00.

If this meets with your company's approval, please complete this renewal agreement (including notarization), and return it no later than April 13, 2007.

Should you have any questions, please call me at (979) 764-3823.

Sincerely,

Jessica R. Bucknum
Assistant Buyer

Attachment

PO Box 9960
1101 Texas Avenue
College Station, TX 77842

www.cstx.gov


.....

RENEWAL ACCEPTANCE

By signing herewith, I acknowledge and agree to renew Bid #05-088, joint bid with City of Bryan, for liquid chlorine for 130 containers for the total amount of \$66,690.00 in accordance with all terms and conditions previously agreed to and accepted.

I understand this renewal term will be for the period beginning June 10, 2007 through June 9, 2008.

DXI INDUSTRIES, INC.



AUTHORIZED REPRESENTATIVE
Regional Sales Manager
CITY OF COLLEGE STATION

4-3-2007

DATE

Ron Silvia, Mayor

DATE

ATTEST:

Connie Hooks, City Secretary

DATE

APPROVED:

City Manager

DATE



City Attorney

DATE

Chief Financial Officer

DATE

by T. Pal Kyf in his/her capacity as Sales Manager of
DXI Industries, Inc. a TEXAS Corporation, on behalf of said corporation.

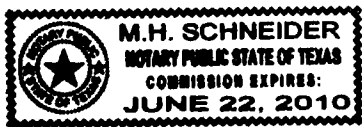
M.H. Schneider
Notary Public in and for the
State of Texas

STATE OF TEXAS
COUNTY OF BRAZOS

ACKNOWLEDGMENT

This instrument was acknowledged on the _____ day of _____, 2007,
by Ron Silvia, in his capacity as Mayor of the City of College Station, a Texas
home-rule municipality, on behalf of said municipality.

Notary Public in and for the
State of Texas



April 26, 2007
Consent Agenda
Renewal of Annual Purchasing Agreement for Polymer

To: Glenn Brown, City Manager

From: John Woody, Director of Water Services

Agenda Caption: Presentation, possible action, and discussion regarding the renewal of an annual purchasing agreement for dewatering chemical (polymer) with Fort Bend Services, Inc. for \$113,000.

Recommendation: Staff recommends approval of this contract renewal.

Summary: Polymer is a water treatment chemical that aids in the separation of solids from wastewater.

- Concentrates the solids in wastewater sludge for efficient treatment.
- Removes excess water from treated solids for efficient disposal.

This is the second renewal of the purchase agreement entered into as a result of Invitation to Bid 05-66. Invitation to bid 05-66 received bids from two vendors. Performance trials were conducted with products from both companies. Fort Bend Services projected annual cost was the lowest and their contract performance has been good. Staff recommends renewal of their contract.

Budget & Financial Summary: Wastewater Operating funds are budgeted and available.

Attachments:

1. Polymer Renewal Agreement



CITY OF COLLEGE STATION

the heart of the Research Valley

Purchasing Department

979.764.3823 (phone) 979.764.3899 (fax)

www.cstx.gov

March 29, 2007

Mr. Stephen Farrell
Sales Manager
Fort Bend Services, Inc.
P.O. Box 1688
Stafford, TX 77497

RE: Renewal Bid 05-66 – Annual Contract for Polymer

Dear Mr. Farrell:

The City of College Station appreciates the services provided by Fort Bend Services, Inc. this past year. We would like to exercise our option to renew the above referenced agreement for the term of June 1, 2007 through May 31, 2008 for the amount of \$113,000.00.

If this meets with your company's approval, please complete this renewal agreement (including notarization), and return it no later than Friday, April 13, 2007.

Should you have any questions, please call me at (979) 764-3823.

Sincerely,

Jessica R. Bucknum
Assistant Buyer

Attachment

PO Box 9960
1101 Texas Avenue
College Station, TX 77842

www.cstx.gov

.....

RENEWAL ACCEPTANCE

By signing herewith, I acknowledge and agree to renew Bid #05-66 for an annual agreement for polymer for the City for the total amount of \$113,000.00 in accordance with all terms and conditions previously agreed to and accepted.

I understand this renewal term will be for the period beginning June 1, 2007 through May 31, 2008.

FORT BEND SERVICES, INC.

David James
AUTHORIZED REPRESENTATIVE

April 4, 2007
DATE

CITY OF COLLEGE STATION

Ron Silvia, Mayor

DATE

ATTEST:

Connie Hooks, City Secretary

DATE

APPROVED:

Glenn D. Brown, City Manager

DATE

Angela M. DeLuca
City Attorney

DATE

Chief Financial Officer

DATE

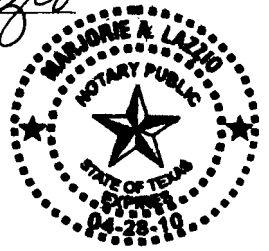
STATE OF TEXAS

CORPORATE ACKNOWLEDGMENT

COUNTY OF Fort Bend

This instrument was acknowledged on the 4th day of April, 2007,
by DAVID JAMES in his/her capacity as SALES MANAGER of
FORT BEND SERVICES, INC., a TEXAS Corporation, on behalf of said corporation.

Marjorie A. Lazio
Notary Public in and for the
State of Texas



STATE OF TEXAS

ACKNOWLEDGMENT

COUNTY OF BRAZOS

This instrument was acknowledged on the _____ day of _____, 2007,
by Ron Silvia, in his capacity as Mayor of the City of College Station, a Texas
home-rule municipality, on behalf of said municipality.

Notary Public in and for the
State of Texas

April 26, 2007

Consent Agenda

Property for Groundwater Wells 8, 9, and 10

To: Glenn Brown, City Manager

From: John Woody, Director of Water Services Department

Agenda Caption: Presentation, possible action, and discussion to approve a revised Needs Resolution authorizing the purchase or condemnation of property, water rights, right-of-way and easement interest in certain properties for the Groundwater Wells 8, 9, and 10 Project.

Recommendation: Staff recommends approval of the revised Needs Resolution.

Summary: City Council approved a Needs Resolution on January 11, 2007 for the purchase 1,984 acres of land or water rights sufficient for water wells 8, 9, and 10. The purpose of this Needs Resolution was to meet the City's future water demand through approximately 2020, at the present population growth rate and usage. This purchase is required, since the Brazos Valley Groundwater Conservation District rules require owners of all new public water supply wells (producing 3,000 gallons per minute from the Simsboro aquifer) to own 649 acres of land or water rights for each well, with the land being contiguous and reasonably reflecting the cone of depression of each well.

Since January, we have learned of upcoming changes to the rules of the Groundwater District. These changes include the very likely creation of a "Depletion Management Zone" and a doubling of the required spacing distance between wells. These rules are being considered to prolong the life of the Simsboro aquifer, since greater spacing allows more efficient recharge of the groundwater. Staff recommends we anticipate these changes, and modify the location of the property we purchase for our future water wells. By changing the location, we can purchase the same acreage, but meet the increased spacing requirements.

The attached map shows the revised properties necessary to drill these three groundwater wells in the Simsboro formation and achieve doubled spacing. The properties are located for optimal water quality and quantity, plus are as near our existing wells as possible, to facilitate connection to our well-field water collection system.

Budget & Financial Summary: Funds are available and budgeted in the Water Budget and future Bond sales.

Attachments:

Resolution
Map

RESOLUTION DETERMINING NEED

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, AMENDING RESOLUTION NO. 1-11-2007-12.07 TO: (1) AUTHORIZE THE CITY TO INITIATE, COMPLETE, AND ACQUIRE, BY PURCHASE OR CONDEMNATION, FEE SIMPLE, GROUNDWATER RIGHTS, RIGHT-OF-WAY AND/OR EASEMENT PROPERTY INTERESTS IN CERTAIN SUBSTITUTED PROPERTY FOR THE GROUNDWATER WELLS 8, 9, AND 10 PROJECT; (2) DECLARE THAT PUBLIC NECESSITY EXISTS FOR THE CITY TO ACQUIRE SUCH SUBSTITUTED PROPERTY INTERESTS, THROUGH PURCHASE OR CONDEMNATION; AND (3) ESTABLISH PROCEDURES FOR THE ACQUISITION OF SUCH SUBSTITUTED PROPERTY INTERESTS.

WHEREAS, on January 11, 2007, the City of College Station, Texas, determined that there is a public necessity for the Groundwater Wells 8, 9, and 10 Project and authorized the acquisition of fee simple, groundwater rights, right-of-way and/or easement interests in certain property for the Project; and

WHEREAS, it has been determined that the certain property identified in Resolution No. 1-11-2007-12.07 is not sufficient to meet the needs for the Project; and

WHEREAS, it has been determined that it is in the best interests and needs of the public, including the health, safety and welfare of the public, to acquire fee simple, groundwater rights, right-of-way and/or easement interests in those certain properties as described in Exhibit "A", attached hereto and made a part hereof for all purposes; now, therefore;

BE IT RESOLVED by the City Council of the City of College Station, Texas:

- PART 1: That the City Council of the City of College Station, Texas, hereby determines that there is a public necessity for, and the public welfare and convenience will be served by, the acquisition of those certain Properties, as set out in Exhibit "A".
- PART 2: That the City Council of the City of College Station, Texas, hereby officially amends Resolution No. 1-11-2007-12.07 by substituting the properties as described in said Resolution with the Properties described in Exhibit "A" as attached herein.
- PART 3: That all of the terms, conditions, determinations and authorizations in Resolution No. 1-11-2007-12.07 shall remain in full force and effect except that the Resolution shall be amended to substitute the properties set out in said Resolution with those Properties described in Exhibit "A".
- PART 4: That this Resolution shall take effect immediately from and after its passage.

RESOLUTION NO. _____

Page 2

ADOPTED this 26th day of April, A.D. 2007.

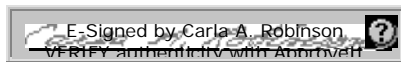
ATTEST:

APPROVED:

CONNIE HOOKS, City Secretary

RON SILVIA, Mayor

APPROVED:



City Attorney

EXHIBIT "A"

PROPERTIES AS LISTED ON THE TAX ROLLS
BY THE BRAZOS COUNTY APPRAISAL DISTRICT

1. R13373 KUTZSCHBACH, W E & TRUST, a 197.7 acre tract, Francisco Ruiz League
2. R13302 FORBIN INVESTMENTS, a 1524.42 acre tract, Francisco Ruiz League
3. R102581 CISNEROS, SALOMON & MARICELA, a 33.31 acre tract, Francisco Ruiz League
4. R13372 CORNERSTONE C&M INC, a 485.19 acre tract, Francisco Ruiz League
5. R13403 CORNERSTONE C&M INC, a 321.48 acre tract, Francisco Ruiz League
6. R13409 FAZZINO, LEE J & SARA, a 203.0 acre tract, Francisco Ruiz League
7. R15242 KUTZSCHBACH, W E & TRUST, a 166.0 acre tract, Moses Hughes League
8. R15254 JOHNSON, SANFORD, a 16.83 acre tract, Robert Henry League
9. R15267 KUTZSCHBACH, W E & TRUST, a 15.0 acre tract, Robert Henry League
10. R16093 KUTZSCHBACH, W E & TRUST, a 100.0 acre tract, John Smith League
11. R16819 ROWE, CHARLES A, Sr., a 116.0 acre tract, Wright Cooley League
12. R16820 JOHNSON, SANFORD, a 43.17 acre tract, Wright Cooley League



Depletion Management Zone

- Potential Well Sites
- 6000' Well Separation
- Existing Well Sites

North Zone (1300 Acres)

- Hanson North (485 Acres)
- Kutzschbach (482 Acres)
- Cisneros (33 Acres)
- Rowe (186 Acres - some in Robertson County)
- Johnson (60 Acres)
- Forbin (54 Acres)

South Zone (524 Acres)

- Hanson South (321 Acres)
- Fazzino (203 Acres)

April 26, 2007
Consent Agenda
Inter-local Agreement, Legal Services for Bed & Banks Permit

To: Glenn Brown, City Manager

From: John Woody, Director of Water Services

Agenda Caption: Presentation, possible action, and discussion regarding approval of an Inter-local Agreement between the cities of College Station and Bryan to share the cost of legal services to pursue Bed and Banks Permits for our wastewater effluent.

Recommendation: Staff recommends approval of this agreement.

Summary: Under current State law, the water that both College Station and Bryan produce from wells (groundwater) is owned by the respective City until the water is discharged into a State waterway. Once discharged, the water becomes property of the State and the cities can not control, nor gain economic benefit from the water. Under a Bed and Banks permit, the State would permit the cities to use the State waterway to transport their privately owned water, minus carriage losses, to a downstream entity that would purchase the water from the City.

Both College Station and Bryan have submitted applications for Bed and Banks permits, and these applications have caused significant legal controversy. To effectively pursue the applications, highly specialized legal services are required, and both cities have agreed that the law firm of Mathews and Freeland should be engaged. Since the applications are virtually identical, both can be effectively pursued at the same time, with very little increase in the cost of legal services.

Therefore, College Station and Bryan have proposed to split the cost of these legal services 50/50, with College Station paying the bill to the law firm and Bryan reimbursing College Station for one-half of the cost. The Bryan City Council approved this ILA on April 10, 2007.

Budget & Financial Summary: Water Services operational funds are allocated and available for this project.

Attachments:

1. ILA

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF BRYAN
AND THE CITY OF COLLEGE STATION
LEGAL SERVICES FOR BED & BANKS APPLICATIONS**

This **Interlocal Agreement** ("Agreement") is effective as of the _____ day of _____, 2007, by and between the City of Bryan, a Texas Home Rule Municipal Corporation, (hereinafter referred to as "**BRYAN**") and the City of College Station, a Texas Home Rule Municipal Corporation, (hereinafter referred to as "**COLLEGE STATION**") each acting herein by and through its City Council.

WHEREAS, Chapter 791 of the TEXAS GOVERNMENT CODE, also known as the INTERLOCAL COOPERATION ACT, allows local governments to contract with each other to perform functions or services that each party to the contract is authorized to perform individually; and

WHEREAS, BRYAN and COLLEGE STATION each desire to enter into an Interlocal Agreement to share the cost of joint legal services required to pursue each City's Bed and Banks applications; and

WHEREAS, BRYAN and COLLEGE STATION have agreed that the law firm of Mathews and Freeland is best suited to provide legal services to both Cities in this matter; and

WHEREAS, BRYAN and COLLEGE STATION represent that they each are independently authorize to perform the services contemplated under this Agreement; and

WHEREAS, BRYAN and COLLEGE STATION, have determined that it will be in the best interests of BRYAN and COLLEGE STATION to enter into this agreement enabling the Cities to share equally in the cost of legal services regarding the Bed and Banks application;

NOW, THEREFORE, the cities herein enter into this Agreement to outline the joint participation of **BRYAN** and **COLLEGE STATION** as follows:

**ARTICLE I
SHARED LEGAL COST AGREEMENT**

- 1.1 COLLEGE STATION will receive and review billing statements submitted from Mathews and Freeland related to the Bed and Banks application, and will pay all reasonable legal fees for same. Beginning on the effective date of this Agreement, COLLEGE STATION will send a copy of each statement submitted from Mathews and Freeland to BRYAN within thirty (30) calendar days of receipt, and BRYAN will reimburse fifty percent (50%) of the amount due Mathews and Freeland to COLLEGE STATION within thirty (30) calendar days of their receipt. For statements received from Mathews and Freeland for legal services related to the Bed and Banks application prior to the effective date of this Agreement, COLLEGE STATION will submit to BRYAN an itemized accounting of all payments made by COLLEGE STATION to Mathews and Freeland, and BRYAN will reimburse to COLLEGE STATION an amount equal to fifty percent (50%) of the total amount paid, less any amount already reimbursed by BRYAN, no later than ninety (90) days from the date of BRYAN's receipt.

**ARTICLE II
GENERAL PROVISIONS**

- 2.1 **Notice.** Written notice shall be deemed to have been duly served if delivered in person to the individual listed below or if it is delivered or sent by certified mail to the business address as listed below. Each city has the right to change its business address by giving at least thirty (30) days advance written notice of the change to the other city in writing.

BRYAN:	City of Bryan Attn: City Manager 300 South Texas Avenue Bryan, Texas 77801
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COLLEGE STATION:	City of College Station Attn: City Manager 1101 Texas Avenue College Station, Texas 77840
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- 2.1 It is understood and agreed that this Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.
- 2.2 **Jurisdiction and Venue.** This Agreement has been made under and shall be governed by the laws of the State of Texas. The cities agree that performance and all matters related thereto shall be in Brazos County, Texas.
- 2.3 **Governmental Immunity and Hold Harmless.** To the extent permitted by law and without waiving each respective party's governmental immunity or the limitations as to damages contained in the Texas Tort Claims Act, College Station and Bryan agree to hold each other harmless from and against any and all claims or causes of action arising out of or in connection with the provision of water.
- 2.4 It is understood that this Agreement contains the entire agreement between the cities and supersedes any and all prior agreements, arrangements, or understandings between the cities relating to the subject matter. No oral understandings, statements, promises, or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally. No verbal agreement or conversation with any officer, agent or employee of the cities, either before or after the execution of this Agreement, shall affect or modify any terms or obligations hereunder.
- 2.5 This Agreement remains in effect until either party terminates the Agreement.
- 2.6 Each city has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each city has been properly authorized and empowered to enter into this Agreement. The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective cities.
- 2.7 Failure of any party, at any time, to enforce a provision of this Agreement, shall in no way constitute a waiver of that provision, nor in anyway affect the validity of this Agreement, any part hereof, or the right of either party thereafter to enforce each and every provision hereof. No term of this Agreement shall be deemed waived or breach excused unless the waiver shall be in writing


and signed by the party claimed to have waived. Furthermore, any consent to or waiver of a breach will not constitute consent to or waiver of or excuse of any other different or subsequent breach.

- 2.8 This Agreement and all rights and obligations contained herein may not be assigned without the prior written approval of the other party.
- 2.9 If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it may become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
- 2.10 This Agreement represents the entire and integrated agreement between COLLEGE STATION and BRYAN and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may only be amended by written instrument approved and executed by the parties.
- 2.11 Notwithstanding any provision herein to the contrary, this Agreement is terminable at the will of either City Council for non-appropriation of funds during any fiscal year during the term hereof.
- 2.12 The parties acknowledge that they have read, understand and intend to be bound by the terms and conditions of this Agreement.

SIGNED this the _____ day of _____, 2007.

CITY OF BRYAN

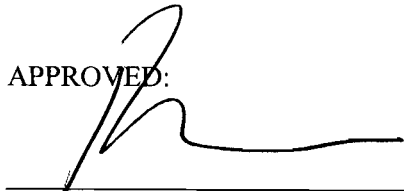
BY:


Ernie Wentreck, Mayor

ATTEST:


Mary Lynne Stratta, City Secretary

APPROVED:


David Watkins, City Manager

CITY OF COLLEGE STATION

BY:

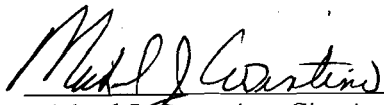
Ron Silvia, Mayor

ATTEST:

Connie Hooks, City Secretary

APPROVED:

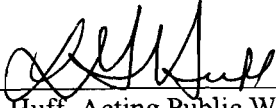
City Manager



Michael J. Cosentino, City Attorney



City Attorney



Linda Huff, Acting Public Works Director

Chief Financial Officer

White Paper
Application for Bed & Banks Authorization Permit for Effluent
February 9, 2007

In late-2004 or early-2005, the cities of Bryan and College Station became aware of a Bed & Banks (B&B) authorization being pursued by the Brazos River Authority (BRA). Such an authorization could potentially grant BRA complete control and authority of any water, regardless of the source, in the Brazos River and its sub-basins.

At about this same time, the two cities were approached by the BRA with an offer, which included:

1. allowing the cities to indirectly reuse their return flows within the cities' corporate limits (and possibly the extraterritorial jurisdiction (ETJ)); and,
2. if the cities indirectly reuse the return flows [within the corporate limits and possibly the ETJ] under authority of BRA's system operations permit, the cities would pay BRA an unspecified administrative fee.

The two cities met with BRA representatives to discuss possible resolution to the reuse of the cities' effluent. Effluent is treated water, which is commonly referred to in its untreated stage as sewer. The two cities' staffs decided to present information to their respective City Councils and recommend that the two cities cooperate with one another to pursue a B&B permit authorizing the reuse of the cities' effluent anywhere along the Brazos River basin from the point of entry to the Gulf of Mexico. The two City Councils directed their respective staffs to move forward with a B&B authorization permit.

The rationale for moving forward with a B&B permit for the two cities included the following points:

- First, water continues to become an increasing valuable natural resource. We should make every effort to protect our natural resources, and especially those that we expend resources to produce.
- The City of Bryan expends resources to produce groundwater. For example, the City has wells which extract the water from the ground; the City treats the raw water; the City transports and distributes the palatable water; the City then collects the wastewater (i.e., sewer); the City treats the wastewater; and finally, the City puts a resource – clean water – into a stream. After much cost to produce, treat, and transmit water, the City should maintain control of the water.
- The State of Texas currently defines groundwater (e.g., well water) differently than surface water (e.g., rivers, streams, lakes). The State defines surface water as the property of the State, whereas ground water is more ambiguous. As reported to the Bryan City Council in December 2006, the Texas Commission on Environmental Quality Commission found that groundwater is privately owned. With that interpretation, one could say that a city with groundwater owns that water.

While a downstream use does not exist at this time, the future value of producing water is unknown but will likely only become more expensive. That is, the demand for water providers will likely increase over time. At the time the decision was made to pursue a B&B authorization permit, the belief was the City of Bryan should make every effort to protect water resources, including effluent water (i.e., treated wastewater or sewer).

April 26, 2007
Consent Agenda
Review and Update the Rate Model for Water/Wastewater Utilities

To: Glenn Brown, City Manager

From: John Woody, Director of Water Services

Agenda Caption: Presentation, possible action, and discussion regarding award of a consulting contract 07-158 to Black and Veatch Corporation in the amount of \$64,480 to review and update the Rate Model for Water and Wastewater utilities.

Recommendation: Staff recommends Council approve this contract.

Summary: College Station maintains a utilities rate structure that is fair to all customer classes, with rates based on the actual cost of services provided. The amount of each rate is determined every year, based on revenue required for operations, capital projects, and debt service. To facilitate the rate setting process, the Water Services Department has a computerized rate model that translates revenue requirements into rates for each customer class.

The existing water and wastewater rate structures and computer model were created in 2002 by Black & Veatch, and these are due for a detailed review and update. Staff has negotiated a scope of work that will:

- Gather and analyze data on current customers and rates
- Identify revenue requirements and rate determinants
- Determine cost of service and rate design
- Project future revenue requirements
- Create an integrated "user friendly" computer model
- Make reports and presentations

The staffs of the Water Services Department and Chief Financial Officer have worked jointly to create this scope of work, and agree that this contract is essential to ensure our water and wastewater rates continue to be accurate and fair to all customers.

Budget & Financial Summary: Funds are budgeted and available in the Water and Wastewater Funds.

Attachments:

1. Contract

CONSULTANT CONTRACT

This Contract is by and between the **City of College Station**, a Texas Municipal Home-Rule Corporation (the "City") and **Black & Veatch Corporation**, a Delaware Corporation (the "Contractor"), whereby Contractor agrees to perform and the City agrees to pay for the work described herein.

ARTICLE I

1.01 This Contract is for Rate Model Update and COS Analysis (the "Project"). The scope and details of the work to be provided to the City by Contractor are set forth in **Exhibit "A"** to this Contract and are incorporated as though fully set forth herein by reference. Contractor agrees to perform or cause the performance of all the work described in **Exhibit "A."**

1.02 Contractor agrees to perform the work described in **Exhibit "A"** hereto and the City agrees to pay Contractor a fee based on the rates set forth in **Exhibit "B"** to this Contract for the services performed by Contractor. The invoices shall be submitted to the City following the 15th day and the last day of each month. The payment terms are net payable within thirty (30) calendar days of the City's receipt of the invoice. Upon termination of this Contract, payments under this paragraph shall cease, provided, however, that Contractor shall be entitled to payments for work performed in accordance with this Contract before the date of termination and for which Contractor has not yet been paid.

1.03 The total amount of payment, including reimbursements, by the City to Contractor for all services to be performed under this Contract may not, under any circumstances, exceed **Sixty-four Thousand Four Hundred Eighty and No/100 Dollars (\$64,480.00)**.

1.04 The City may from time to time request changes in the scope and focus of the activities, investigations, and studies conducted or to be conducted by Contractor pursuant to this Contract, provided, however, that any such change that in the opinion of Contractor, the City Manager, or the City's Project Manager varies significantly from the scope of the work set out herein and would entail an increase in cost or expense to the City shall be mutually agreed upon in advance in writing by Contractor and the City's Project Manager.

1.05 Written change orders may be approved by the City Manager or his delegate provided that the change order does not increase the amount set forth in paragraph 1.03 of this Contract by more than **five percent (5%)**. Changes in excess of this amount must be approved by the City Council prior to commencement of the services or work. **Any request by the Contractor for an increase in the Scope of Services and an increase in the amount listed in paragraph two of this Contract shall be made and approved by the City prior to the Contractor providing such services or the right to payment for such additional services shall be waived.** If there is a dispute between the Contractor and the City respecting any service provided or to be provided hereunder by the Contractor, including a dispute as to whether such service is additional to the Scope of Services included in this Contract, the Contractor agrees to

Contract No. 07-158

CRC 02/20/07

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continue providing on a timely basis all services to be provided by the Contractor hereunder, including any service as to which there is a dispute.

1.06 Except as provided in Article VI hereinbelow, the Contractor shall complete all of the work described in Exhibit "A" by the dates set forth below:

75 days after Notice to Proceed is issued.

1.07 **Time is of the essence of this Contract.** The Contractor shall be prepared to provide the professional services in the most expedient and efficient manner possible in order to complete the work by the times specified.

1.08 At any time, the City may terminate the Project for convenience, in writing. At such time, the City shall notify Contractor, in writing, who shall cease work immediately. Contractor shall be compensated for the services performed. In the event that the City terminates this Contract for convenience, the City shall pay Contractor for the services performed and expenses incurred prior to the date of termination.

1.09 Contractor promises to work closely with the City Manager or his designee (the "Project Manager") or other appropriate City officials. Contractor agrees to perform any and all Project-related tasks reasonably required of it by the City in order to fulfill the purposes of the work to be performed. The work of Contractor under this Contract may be authorized by the Project Manager in various phases as set forth in **Exhibit "A."**

1.10 In all activities or services performed hereunder, the Contractor is an independent contractor and not an agent or employee of the City. The Contractor, as an independent contractor, shall be responsible for the final product contemplated under this Agreement. Except for materials furnished by the City, the Contractor shall supply all materials, equipment and labor required for the execution of the work on the Project. The Contractor shall have ultimate control over the execution of the work under this Contract. The Contractor shall have the sole obligation to employ, direct, control, supervise, manage, discharge, and compensate all of its employees and subcontractors, and the City shall have no control of or supervision over the employees of the Contractor or any of the Contractor's subcontractors except to the limited extent provided for in this Contract. Contractor shall be liable for any misrepresentations. Any negotiations by the Contractor on the City's behalf are binding on the City only when within the scope of work contained herein and approved by the City.

ARTICLE II

2.01 The City shall direct Contractor to commence work on the Project by sending Contractor a "letter of authorization" to begin work on the Project.

2.02 Upon receipt of the letter of authorization to begin work on the implementation of the Project, Contractor shall meet with the City for the purpose of determining the nature of the Project, including but not limited to the following: meeting with the City's staff to coordinate

Project goals, schedules, and deadlines; coordinating data collection; briefing the City's management staff; documenting study assumptions and methodologies; devising the format for any interim reports and the final report to the City.

2.03 Contractor shall consult with the City and may, in some limited circumstances, act as the City's representative, but it is understood and agreed by the parties that for all purposes related to this Contract, Contractor shall be an independent contractor at all times and is not to be considered either an agent or an employee of the City.

ARTICLE III

3.01 Contractor warrants that it has the proper knowledge, skills, training and education required to perform the work under this Agreement and will utilize its best skill and judgment in performing said work. As an experienced and qualified professional, Contractor warrants that the work will be to Company's reasonable satisfaction and of professional quality consistent with the standard of care set forth herein, and that the information provided by Contractor reflects the professional and industry standards, procedures, and performances consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Contractor further agrees to perform the work in accordance with this Agreement, and in conformance with that degree of skill and judgment normally exercised by recognized consulting firms performing consulting services of a similar nature.. Contractor warrants the design, preparation of drawings, the designation or selection of materials and equipment, the selection and supervision of personnel, the fitness and operation of its recommendations, and the performance of other services under this Contract, pursuant to the customary standard of performance in the profession as set forth herein. Contractor warrants that it will exercise diligence and due care and perform in a good and workmanlike manner all of the services pursuant to this Contract. Approval or acceptance by the City of any of Contractor's work product under this Contract shall not constitute, or be deemed, a release of the responsibility and liability of Contractor, its employees, agents, or associates for the exercise of skill and diligence necessary to fulfill Contractor's responsibilities under this Contract. Nor shall the City's approval or acceptance be deemed to be the assumption of responsibility by the City for any defect or error in the Project's work products prepared by Contractor, its employees, associates, agents, or subcontractors.

3.02 Contractor shall keep the City informed of the progress of the work and shall guard against any defects or deficiencies in its work.

3.03 Contractor shall be responsible for using due diligence to correct errors, deficiencies or unacceptable work product for a period not to exceed two years, provided, however, that this provision shall not apply to any update or revisions of City data or information used in the development of model results. During such period, Contractor shall, at no cost to the City, remedy any errors, deficiencies or any work product found unacceptable, in the City's sole discretion, as soon as possible, but no longer than fifteen (15) calendar days after receiving written notice of said errors, deficiencies or unacceptable work product. The obligations and representations contained in this Article 3 are Contractor's sole warranty and guarantee

obligations and City's exclusive remedy in respect of quality of the Services. City's failure to (a) properly operate and maintain the Facilities or (b) allow Contractor to promptly make such tests and perform such remedial services as Contractor may deem appropriate, shall relieve Contractor of its guarantee relative to such improper operation and maintenance or the subject of such test or service. ***EXCEPT AS PROVIDED IN THIS ARTICLE, CONTRACTOR MAKES NO OTHER WARRANTIES OR GUARANTEES RELATING TO CONTRACTOR'S SERVICES.*** This Article governs, modifies, and supersedes any other terms in this Agreement which may be construed to address warranties or guarantees or the quality of the Services.

3.03 Contractor's work product shall be the exclusive property of the City. Upon completion or termination of this Contract, Contractor shall promptly deliver to the City all records, notes, data, memorandum, models, and equipment of any nature that are within Contractor's possession or control and that are the City's property or relate to the City or its business

3.04 All documents, including, but not limited to, drawings, specifications, reports and computer software prepared by Contractor pursuant to this agreement, are instruments of service in respect to the project. They are not intended or represented to be suitable for reuse by City or others on extensions of the project or on any other project. Any reuse without prior written approval, and verification or adaptation by Contractor for the specific purpose intended will be at City's sole risk and without liability or legal exposure to Contractor.

ARTICLE IV

4.01 Indemnity. The Contractor agrees to indemnify, defend, and hold harmless the City, its officers, employees, and agents (separately and collectively referred to in this paragraph as "Indemnatee"), from and against any and all claims, losses, damages, causes of action, suits, judgments, settlements made by Indemnatee, and liability of every kind, including all expenses of litigation, court costs, attorney's fees, and other reasonable costs for damage to or loss of use of any property, for injuries to, or sickness or death of any person, including but not limited to Contractor, any of its subcontractors of any tier, or of any employee or invitee of Contractor or of any such subcontractors, that is caused by, arises out of, related to, or in connection with, the negligence of and/or negligent performance of this Contract by Contractor or by any such subcontractors of any tier, under this Contract.

4.02 It is agreed with respect to any legal limitations now or hereafter in effect and affecting the validity or enforceability of the indemnification obligation under Paragraph 4.01, such legal limitations are made a part of the indemnification obligation and shall operate to amend the indemnification obligation to the minimum extent necessary to bring the provision into conformity with the requirements of such limitations, and as so modified, the indemnification obligation shall continue in full force and effect.

4.03 Release. The Contractor releases, relinquishes, and discharges the City, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to, sickness or death of the Contractor or its employees and any loss of or damage to any property of the

Contractor or its employees that is caused by or alleged to be caused by, arises out of, or is in connection with the Contractor's work to be performed hereunder. Both the City and the Contractor expressly intend that this release shall apply regardless of whether said claims, demands, and causes of action are covered, in whole or in part, by insurance and in the event of injury, sickness, death, loss, or damage suffered by the Contractor or its employees, but not otherwise, this release shall apply regardless of whether such loss, damage, injury, or death was caused in whole or in part by the City, any other party released hereunder, the Contractor, or any third party.

ARTICLE V

5.01 Insurance. The Contractor shall procure and maintain at its sole cost and expense for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, volunteers, employees or subcontractors. The policies, limits and endorsements required are as set forth on Exhibit "C".

ARTICLE VI

6.01 At any time, the City may terminate the Project for convenience, in writing. At such time, the City shall notify Contractor, in writing, who shall cease work immediately. Contractor shall be compensated for the services performed. In the event that the City terminates this Contract for convenience, the City shall pay Contractor for the services performed and expenses incurred prior to the date of termination.

6.02 In no event shall Contractor (or any of Contractor's related companies) be liable to The City for loss of profits or revenue; loss of use; loss of opportunity; loss of goodwill; cost of substitute facilities, goods or services; cost of capital; cost of replacement power; governmental and regulatory sanctions; and claims of customers for such damages; or for any special, consequential, incidental, indirect, punitive, or exemplary damages in any way arising from or related to the performance of this Agreement. The City may withhold payments to the Contractor for the purpose of setoff until the exact amount of damages due the City from the Contractor is determined and paid. The total cumulative liability of Contractor and any of Contractor's related companies to The City for all claims, losses, damages, and expenses in any way arising from or related to the performance of this Agreement shall not be greater than the compensation received by Contractor under this Agreement.

ARTICLE VII

7.01 This Contract has been made under and shall be governed by the laws of the State of Texas. The parties agree that performance and all matters related thereto shall be in Brazos County, Texas.

7.02 Notices shall be mailed to the addresses designated herein or as may be designated in writing by the parties from time to time and shall be deemed received when sent postage prepaid U.S. Mail to the following addresses:

City:
City of College Station
Attn: David Coleman
P.O. Box 9960
College Station, Texas 77842

Contractor:
Black & Veatch Corporation
Attn: Richard L. Campbell
9441 LBJ Freeway, Suite 114
Dallas, TX 75243

7.03. Contractor, its employees, associates or subcontractors shall perform all the work hereunder. Contractor agrees that all of its associates, employees, or subcontractors who work on this Project shall be fully qualified and competent to do the work described hereunder. Contractor shall undertake the work and complete it in a timely manner.

7.04 The Contractor shall comply with all applicable federal, state, and local statutes, regulations, ordinances, and other laws, including but not limited to the Immigration Reform and Control Act (IRCA). The Contractor may not knowingly obtain the labor or services of an unauthorized alien. The Contractor, not the City, must verify eligibility for employment as required by IRCA.

7.05 No waiver by either party hereto of any term or condition of this Contract shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

7.06 This Contract and all rights and obligations contained herein may not be assigned by Contractor without the prior written approval of the City.

7.07 If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it may become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.


7.08 This Contract represents the entire and integrated agreement between the City and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may only be amended by written instrument approved and executed by the parties.

7.09 The parties acknowledge that they have read, understood, and intend to be bound by the terms and conditions of this Contract.

7.10 This Contract will be effective when signed by the last party whose signing makes the Contract fully executed.

7.11 The warranties, obligations, liabilities and remedies of the Parties, as provided herein, are exclusive and in lieu of any others available at law or in equity. To the fullest extent allowed by law, releases from, waivers of, and limitations of liability shall apply notwithstanding the breach of contract, tort, including negligence, strict liability, or other theory of legal liability of the Party released or whose liability is limited.

BLACK & VEATCH CORPORATION

By: 
Printed Name: John R. Kersten
Title: Vice President – South Region
Date: April 2, 2007

CITY OF COLLEGE STATION

By: _____
Ron Silvia, Mayor
Date: _____

ATTEST:

Connie Hooks, City Secretary Date

APPROVED:

City Manager Date

 _____
City Attorney Date

Chief Financial Officer Date

Exhibit "A"

Scope of Services

PHASE 1 - PROJECT INITIATION

Task 1.1: *Initiate the Project*

Purpose: To formalize the lines of communication between the Contractor and appropriate City personnel, to finalize the project schedule and to ensure that the project objectives are clearly defined and understood by all parties. In addition, project deliverables and dates will be established.

Subtasks: This task will require completion of the following subtasks:

- 1.10 Conduct organizational meeting with City personnel and project coordinator to finalize project responsibilities, schedule of project deliverables, and other administrative issues; and
- 1.11 Identify the primary objectives and concerns to be addressed in the rate study update.

Task 1.2: *Data Collection*

Purpose: To obtain data and information that will be necessary to develop an updated projection of the revenue requirements, customer base and other data needed to perform the cost of service and rate design analyses.

Subtasks: This task will require completion of the following subtasks:

- 1.20 Submit a data request letter for the City to use as a guide in assembling the data that will be required to complete the assignment; and
- 1.21 If necessary, follow-up data requests may be submitted for additional information and/or to clarify any data-related questions. At such time, any adjustments to the anticipated project schedule will be discussed.

Task 1.3: *Data Review*

Purpose: To gain an understanding of the information provided by the City and determine whether such information is sufficient and in the correct format to complete the project.

Subtasks: This task will require completion of the following subtasks:

- 1.30 Review available background documents related to water and wastewater operations, including:

- Operating and capital budgets, as well as audited financial statements;
- Official Statements or other related documents for current outstanding debt obligations;
- Projected capital outlay for ongoing or future projects;
- Renewal & Replacement, Rate Stabilization and other Reserve Funds;
- Current and historical customer information; and
- Operating statistics (gallons of water treated and pumped, wastewater treatment plant influent levels, domestic sewage strengths, etc.).

1.31 Review of City's existing water and wastewater rate tariffs and policies.

Task 1.4: *Review the City's Existing Rate Model*

Purpose: To gain a thorough understanding of the methodology previously utilized to set the City's Water and Wastewater user rates.

Subtasks: This task will require completion of the following subtasks:

1.40 Review the entire rate model provided by the City to gain an understanding of the methodology utilized to calculate the City's existing Water and Wastewater user rates.

Task 1.5: *Identify the Goals and Objectives*

Purpose: To ensure that the rates and charges developed directly correlate to the City's goals and objectives relating to the Water and Wastewater System operations.

Subtasks: This task will require completion of the following subtasks:

1.50 Conduct workshop with appropriate City Staff, in conjunction with the meeting in Task 1 above, to identify the rate-making goals and objectives including, but not limited the following:

- Rate and revenue stability;
- Full cost recovery;
- Minimizing rate impact on customers;
- Comparability with neighboring utilities;
- Equitable application among and within customer classes;

- Ease of implementation; and
- Administrative efficiency.

1.51 Discuss conceptual rate design strategy and accompanying rate structure based upon the defined objective.

PHASE 2 - REVENUE REQUIREMENTS AND RATE DETERMINANTS

Task 2.1 - *Determine Net Revenue Requirements*

Purpose: To determine whether all costs incurred to provide water and wastewater services are recovered from the proposed user rates and charges.

Subtasks: This task will require completion of the following subtasks:

- 2.10 Review and identify applicable operating costs contained in audited financial statements, as well as in the current budget;
- 2.11 Identify all current and anticipated (to the extent known by Contractor at the time of this contract) non-operating and capital costs to be recovered through the rates (including debt service and related reserves and coverage requirements, capital outlay, General Fund transfers, renewal and replacement costs, etc.);
- 2.12 Make proforma budget adjustments as necessary to estimate the revenue requirements for the fiscal year in which rates will be developed (the “Test Year”);
- 2.13 Review the City’s current utility rate tariffs pertaining to other miscellaneous service charges; and
- 2.14 Identify other available sources of revenue used to offset revenue requirements.

Task 2.2 - *Identify Rate Determinants*

Purpose: To gain an understanding of the customer base and usage characteristics associated with both the water and wastewater systems. The customers and flows provide the revenues to operate the system and are the primary factors utilized in developing the proposed user rates and charges.

Subtasks: This task will require completion of the following subtasks:

- 2.20 Review historical customer and billing data provided by the City;

- 2.21 Identify customer classifications based on the current and anticipated customer mix;
- 2.22 Identify customer usage characteristics within each customer class; and
- 2.23 Utilize historical growth statistics and recent trends, as well as discussions with staff to develop a projection of system customers and flows into the future.

PHASE 3 - COST OF SERVICE & RATE DESIGN

Task 3.1 – Determination of Revenue Requirement and Cost of Service Analysis

Purpose: To establish an equitable rate structure, determine the appropriate rate components and develop a methodology for allocating the revenue requirements to the applicable rate components. The allocation of revenue requirements will define the total costs to be recovered through each component of the rate structure.

Subtasks: This task will require completion of the following subtasks:

- 3.10 Review existing rate structure for equity of application to customers, and consistency with the objectives of the City;
- 3.11 Develop cost allocations which fairly and equitably allocate costs to all the components of the City's Water and Wastewater rate structure.
- 3.12 Propose rate structure modifications as necessary to satisfy the primary objectives;
- 3.13 Establish rate components based on proposed rate structure; and
- 3.14 Utilize information provided by the City, judgment, and prior experience with comparable utilities in order to make the cost allocations to the rate components.

Task 3.2 - Design Water and Wastewater Rates

Purpose: To calculate a schedule of water and wastewater user rates and charges that equitably recover the projected revenue requirements.

Subtasks: This task will require completion of the following subtask:

- 3.20 Determine monthly charges based on allocated revenue requirements and billing determinants, including:

- Customer costs;
- Availability charges; and
- Volumetric rates.

The Customer and Availability charges developed above reflect the City's cost to service an individual customer, whether or not that customer was currently taking water service or not.

Various alternatives for the Volumetric Charge component would be analyzed and proposed, including variations of an inverted block rate, should the City wish to promote water conservation.

- 3.21 Developments utilizing master water meters would be identified and the impact of the inverted block volume charge on those customers would be assessed.
- 3.22 Prepare a revenue analysis to determine whether the proposed rates as applied to the estimated customers and flows may generate sufficient revenue to meet the projected revenue requirements.
- 3.23 Once the proposed rates are developed, they will be evaluated to determine whether: (i) they comply with the goals and objectives set forth by the City and (ii) they are compatible with the needs of the surrounding community.
- 3.24 Additionally, the demand elasticity of any proposed or recommended rates will be addressed to identify any potential impact on system revenues due to an increase in rate levels or changes in rate structure.

Task 3.3 - Prepare Customer Impact Analysis/Rate Comparisons

Purpose: To assess the impact of the proposed rates upon various classes of customers with different usage levels along with assessing the comparability of the proposed rates to other neighboring utility systems.

Subtasks: This task will require completion of the following subtasks:

- 3.30 Develop an impact assessment section in the model for the rates and classes of users identified in the rate study;
- 3.31 Prepare impact assessments of the proposed rates compared to existing rates;

- 3.32 Prepare rate comparisons of proposed rates versus those of other neighboring utilities.

PHASE 4 - PROJECTED OPERATING RESULTS

Task 4.1 - *Develop Projection of Net Revenue Requirements*

Purpose: To provide an estimate of the expenditures anticipated in future years and establish a basis for projecting future revenue needs.

Subtasks: This task will require completion of the following subtasks:

- 4.10 Utilize the current budget, estimated Test Year revenue requirements, outstanding debt service schedules and the adopted capital improvements program (CIP) as a basis for performing projections; and
- 4.11 Apply inflationary and customer growth factors as applicable to project the revenue requirements through the projection period on a line-item by line-item basis.

Task 4.2 - *Develop Projection of User Rate and Charge Revenues*

Purpose: To provide an estimate of the user rate and charge revenues that will be derived from the application of the proposed rates. The projected customers and flows will be utilized in conjunction with any anticipated rate adjustments necessary to meet the projected revenue requirements.

Subtasks: This task will require completion of the following subtasks:

- 4.21 Apply the proposed water and wastewater rates to the projected customers and flows in order to estimate the revenues that will be generated as a result of normal customer growth; and
- 4.22 Compare the projected revenues to the estimated revenue requirements in order to determine the approximate revenue surpluses/deficits for each fiscal year of the projection period.

Task 4.3 - *Develop Projected Operating Results*

Purpose: To provide a summary estimate of the cash-flow transactions related to operating the water and wastewater systems.

Subtasks: This task will require completion of the following subtasks:

- 4.30 Develop a schedule of the projected operating results that provides a summary of the projected revenues and accompanying revenue requirements for each fiscal year of the projection period;
- 4.31 Utilize the summary results to identify the order of magnitude of water and/or wastewater rate adjustments required in future years; and
- 4.32 Calculate the projected debt service coverage ratios in each fiscal year related to compliance with bond covenant requirements (if applicable), and provide management with a tool to evaluate the financial aptitude of the utility as an independent enterprise.

PHASE 5 – INTEGRATED MODEL

Task 5.1 – *Update and Convert the Existing Financial Model*

Purpose: To develop an integrated financial forecasting, cost of service, and rate design model (Excel based) with menu driven options to support the financial forecast, cost of service, and rate design analysis provided in this study.

Subtasks: This task will require completion of the following subtasks:

- 5.10 Update the existing financial model with current financial, billing, and other applicable information and update financial projections based on learned knowledge from the tasks performed in Phase 1;
- 5.11 Convert the City's existing model into a user-friendly Excel based application.
- 5.12 Develop control pages that will provide specific capabilities to perform sensitivity, scenario, and reconciliation analysis as requested by the City. The control pages will also provide guidance in navigating the model input and output. Examples include:
 - Sectional lookup macros
 - Print macros
 - Graphic macros
 - Initialization macros
 - Report generation macros
 - Any other specific capabilities desired by the City

Task 5.2 – *Draft Model*

Purpose: To present the preliminary updated financial model for review by City staff.

Subtasks: This task will require completion of the following subtasks:

- 5.20 Prepare and deliver a draft model in a near-final format to be reviewed, changed and/or corrected as necessary;
- 5.21 Discuss preliminary model with City staff; and
- 5.22 Incorporate any changes provided by staff into the rate model.

Task 5.3 – *Prepare and Present Final Model*

Purpose: To deliver the final financial model to the City Staff.

Subtasks: This task will require completion of the following subtasks:

- 5.30 Prepare and deliver copies of the final model; and
- 5.31 Facilitate one 2-day training session with the City staff on using the new model.

PHASE 6 - REPORTS AND PRESENTATIONS

Task 6.1 - *Draft Report*

Purpose: To present the preliminary findings and recommendations in a draft format for review by City staff.

Subtasks: This task will require completion of the following subtasks:

- 6.10 Prepare and deliver a draft report in a near-final format to be reviewed, changed and/or corrected as necessary;
- 6.11 Discuss preliminary findings with City staff; and
- 6.12 Incorporate any changes provided by staff into the rate model and the report.

Task 6.2 - *Prepare and Present Final Report*

Purpose: To document the overall findings in a complete and concise report for presentation to the City Council.

Subtasks: This task will require completion of the following subtasks:

- 6.20 Prepare and deliver copies of the final report;

- 6.21 Attend one workshop session with the City staff to present the final study recommendations; and
- 6.22 Attend one rate hearing before the City Council to present study recommendations for the purpose of enacting the proposed rates, if required.

Exhibit “B”

Payment Terms

Payment is a fixed fee in the amount listed in Article I of this Contract. This amount shall be payable by the City pursuant to the schedule listed below and upon completion of the services and written acceptance by the City. The Contractor must submit monthly invoices to the City, accompanied by an explanation of charges, professional fees, services, and expenses. The City will pay such invoices according to its normal payment procedures.

Exhibit “C”

**Insurance Requirements and
Certificate(s) of Insurance**

Insurance Requirements

1. The Contractor agrees to maintain the types and amounts of insurance required in this Contract throughout the term of the Contract. The following insurance policies shall be required:

- (a) Commercial General Liability
- (b) Business Automobile Liability
- (c) Workers' Compensation
- (d) Professional Liability

2. For each of these policies, the Contractor's insurance coverage shall be primary insurance with respect to the City, its officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees or volunteers, shall be considered in excess of the Contractor's insurance and shall not contribute to it. Certificates of insurance and endorsements shall be furnished to and approved by the City's Risk Manager *before* any letter of authorization to commence planning will issue or any work on the Project commences. No term or provision of the indemnification provided by the Contractor to the City pursuant to this Contract shall be construed or interpreted as limiting or otherwise affecting the terms of the insurance coverage. **All Certificates of Insurance and endorsements shall be furnished to the City's Representative at the time of execution of this Agreement, attached hereto as Exhibit "D", and approved by the City *before* work commences.**

3. All coverages provided by subcontractors shall be subject to all of the requirements stated herein.

4. General Requirements Applicable to All Policies.

- (a) Only insurance carriers licensed and admitted to do business in the State of Texas will be accepted.
- (b) n/a
- (c) "Claims made" policies will not be accepted, except for Professional Liability insurance.
- (d) Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, or canceled, except after thirty (30) calendar days prior written notice has been given to the City of College Station.
- (e) Upon request, copies of all insurance policies shall be made available to the City for review.
- (f) The certificates of insurance shall be prepared and executed by the insurance company or its authorized agent. Each certificate shall contain the following provisions and warranties: (a) that the insurance company is licensed and admitted to do business in the State of Texas; (b) that the insurance policy is underwritten on forms provided by the Texas State Board of Insurance or ISO; (c) all endorsements and coverages according to the requirements of this Contract;

- (d) the form of notice of cancellation, termination, or change in coverage provisions; and (e) original endorsements affecting coverage required by this Contract.
- (g) The City of College Station, its officials, employees, and volunteers are to be added as "Additional Insureds" to the Commercial General Liability and Business Automobile Liability Policies. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees, and volunteers.

5. **Commercial (General) Liability requirements:**

- (a) Coverage shall be written by a carrier with a "B+:VII" or better rating in accordance with the current Best Key Rating Guide.
- (b) Limit of \$1,000,000 per occurrence per project for bodily injury and property damage with a \$2,000,000 annual aggregate limit.
- (c) Coverage shall be at least as broad as Insurance Service's Office Number CG 00 01.
- (d) No coverage shall be deleted from the standard policy without notification of individual exclusions being attached for review and acceptance.
- (e) The coverage shall include but not be limited to: premises/operations; independent contracts, products/completed operations, contractual liability (insuring the indemnity provided herein), and where exposures exist, "Explosion Collapse and Underground" coverage.
- (f) The City shall be named as an additional insured and the policy shall be endorsed to waive subrogation and to be primary and non contributory.

6. **Business Automobile Liability requirements:**

- (a) Coverage shall be written by a carrier with a "B+:VII" or better rating in accordance with the current Best Key Rating Guide.
- (b) Combined Single Limit of \$1,000,000 per occurrence for bodily injury and property damage.
- (c) The Business Auto Policy must show Symbol 1 in the Covered Autos portion of the liability section in Item 2 of the declarations page.
- (d) The coverage shall include owned, leased or rented autos, non-owned autos, any autos and hired autos.

7. **Workers' Compensation Insurance requirements:**

- (a) **Pursuant to the requirements set forth in Title 28, Section 110.110 of the Texas Administrative Code, all employees of the Contractor, the Contractor, all employees of any and all subcontractors, and all other persons providing services on the Project must be covered by a workers' compensation insurance policy: either directly through their employer's policy (the Contractor's, or subcontractor's policy) or through an executed coverage**

agreement on an approved TWCC form. Accordingly, if a subcontractor does not have his or her own policy and a coverage agreement is used, Contractors and subcontractors *must* use that portion of the form whereby the hiring contractor agrees to provide coverage to the employees of the subcontractor. The portion of the form that would otherwise allow them not to provide coverage for the employees of an independent contractor may not be used.

- (b) The worker's compensation insurance shall include the following terms:
 - (i) Employer's Liability limits of \$1,000,000 for each accident is required.
 - (ii) "Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04" shall be included in this policy.
 - (iii) Texas must appear in Item 3A of the Worker's Compensation coverage or Item 3C must contain the following: All States except those listed in Item 3A and the States of NV, ND, OH, WA, WV, and WY.
- (c) Pursuant to the explicit terms of Title 28, Section 110.110(c)(7) of the Texas Administrative Code, this Agreement, the bid specifications, this Agreement, and all subcontracts on this Project must include the terms and conditions set forth below, without any additional words or changes, except those required to accommodate the specific document in which they are contained or to impose stricter standards of documentation:

A. Definitions:

Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - includes the time from the beginning of the work on the project until the Contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractors" in § 406.096 [of the Texas Labor Code]) - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent Contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing

labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

B. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Contractor providing services on the project, for the duration of the project.

C. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.

D. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

E. The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

(1) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

(2) no later than seven calendar days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

F. The Contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

G. The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 calendar days after the Contractor knew or should have known, or any change that materially affects the provision of coverage of any person providing services on the project.

H. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

I. The Contractor shall contractually require each person with whom it contracts to provide services on a project, to:

(1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;

(2) provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;

(3) provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(4) obtain from each other person with whom it contracts, and provide to the Contractor:

(a) a certificate of coverage, prior to the other person beginning work on the project; and

(b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

(6) notify the governmental entity in writing by certified mail or personal delivery, within 10 calendar days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

(7) contractually require each person with whom it contracts, to perform as required by paragraphs (a) - (g), with the certificates of coverage to be provided to the person for whom they are providing services.

J. By signing this contract, or providing, or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the Contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that

the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

K. The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor that entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten calendar days after receipt of notice of breach from the governmental entity.

8. Professional Liability requirements:

- (a) Coverage shall be written by a carrier with a "B+:VII" or better rating in accordance with the current Best Key Rating Guide.
- (b) \$1,000,000 per occurrence and \$2,000,000 aggregate, (c) Coverage must have an **Extended Reporting Period Endorsement** to be maintained for two (2) years after the expiration of the term or termination of this Contract.

ACORD - CERTIFICATE OF LIABILITY INSURANCE

11/01/2007

DATE (MM/DD/YY)

03/26/2007

PRODUCER

LOCKTON COMPANIES, LLC-1 KANSAS CITY
444 W. 47th Street, Suite 900
Kansas City Mo 64112-1906
(816) 960-9000

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE**INSURED**
1058332

BLACK & VEATCH CORPORATION
8400 WARD PARKWAY
KANSAS CITY MO 64114
Hueste, Chris

INSURER A ZURICH AMERICAN INSURANCE COMPANY

INSURER B

INSURER C

INSURER D

INSURER E

COVERAGES

PJ

THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER AND THE CERTIFICATE HOLDER.

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR X CONTRACTUAL X BOPD & C/O & XCU GEN'L AGGREGATE LIMIT APPLIES PER POLICY PRO. JECT LOC	GLO 4641367	11/01/2006	11/01/2007	EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE (Any one fire) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP OP AGG \$ 1,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO X ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	BAP 4641355 (AOS)	11/01/2006	11/01/2007	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
	GARAGE LIABILITY ANY AUTO	NOT APPLICABLE			AUTO ONLY - EA ACCIDENT \$ XXXXXXXX OTHER THAN EA ACC \$ XXXXXXXX AUTO ONLY AGG \$ XXXXXXXX
	EXCESS LIABILITY OCCUR CLAIMS MADE DEDUCTIBLE <input type="checkbox"/> UMBRELLA FORM RETENTION \$	NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX \$ XXXXXXXX \$ XXXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC 4641353 (AOS) WC 4641354 (WI & MA)	11/01/2006	11/01/2007	X WC STATU TORY LIMITS OTH ER E1 EACH ACCIDENT \$ 1,000,000 E1 DISEASE - EA EMPLOYEE \$ 1,000,000 E1 DISEASE - POLICY LIMIT \$ 1,000,000
	OTHER				

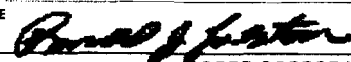
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
B&V Proj #146919 CSU Relay Coordination Study. Upon award of contract, the City of College Station, TX, its officials, employees, & volunteers will be included as Additional Insureds on the General Liability & Auto Liability Policies as required by contract. Upon award of contract, waiver of subrogation in favor of the City of College Station, TX will be applicable to Workers' Comp/Employer's Liability & General Liability Policies as required by contract. All policies provide Primary coverage.

CERTIFICATE HOLDER**ADDITIONAL INSURED, INSURER LETTER****CANCELLATION**

City of College Station
P. O. Box 9960
College Station, TX 77842

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



ACORD 25-S (7/97)

For questions regarding this certificate, contact the number listed in the Producer section above and specify the client code SLAVE01.

© ACORD CORPORATION 1988

April 26, 2007
Consent Agenda
State Homeland Security Program Grant

To: Glenn Brown, City Manager

From: Robert Alley, Fire Chief

Agenda Caption: Presentation, possible action and discussion regarding the approval of a resolution accepting from the Governors Division of Emergency Management (GDEM) the 2004 State Homeland Security Closeout Grant Adjustment Notice for the de-obligation of funds in the amount of \$12,198.57.


Recommendation(s): Staff recommends approval of the resolution.

Summary: The City of College Station was awarded the State Homeland Security program grant for 2004 in the amount of **\$262,494.00** through GDEM. The funding was used by city departments to purchase equipment that will enhance the response capabilities to terrorist threats or catastrophic events. Attached is the equipment list for the FY-04 State Homeland Security Grant Program which funds were expended. All items that were approved for purchase by the Grant were purchased and as a result of the great work of our purchasing department utilizing existing purchasing agreements and contracts a savings of \$12,198.57 was realized. The period of performance of this agreement was from December 1, 2003 – February 28, 2007. The performance period for this grant has passed and the city is no longer authorized to purchase equipment and file for reimbursement using this grant. With this grant adjustment the de-obligated funds will be released back to the Federal Government.

Budget & Financial Summary: This equipment grant was a purchase and reimbursement type program. For this grant adjustment there is no budget and financial impact to the city.

Attachments:

2004 State Homeland Security Program Closeout Grant Adjustment Notice Form 1 – 15976
2004 State Homeland Security Program Closeout Grant Adjustment Notice Form 2 - 15976
2004 City of College Station Equipment List
Resolution


GOVERNOR'S DIVISION OF EMERGENCY MANAGEMENT (GDEM) HOMELAND SECURITY GRANT PROGRAM (HSGP)	2004 LETPP Closeout Grant Adjustment Notice For City of College Station													
1. SUB-RECIPIENT NAME AND ADDRESS: Mayor Ron Silvia P.O. Box 9960 College Station, TX 77842-0960	4. SUB-AWARD NUMBER: 2004 HSGP – 15976 5. PERFORMANCE/BUDGET PERIOD FOR GRANTS: December 1, 2003 to February 28, 2007													
2. FEDERAL GRANT TITLE: 2004 HOMELAND SECURITY GRANT PROGRAM	6. DATE OF FEDERAL AWARD TO GDEM: May 26, 2006													
3A. FEDERAL GRANT AWARD NUMBER: 2004-GE-T4-4015	7. AMOUNT OF SUBAWARD: Previous Award: \$31,900.00 Expended: \$30,301.72 (see breakdown below) De-Obligated Amount: \$1,598.28 Grant Balance: \$0.00													
3B. FEDERAL GRANTING AGENCY: OFFICE OF GRANTS AND TRAINING (G&T) DEPARTMENT OF HOMELAND SECURITY (DHS)	8. SUBAWARD DATE: March 14, 2007	9. ACTION: GRANT ADJUSTMENT (2) This supersedes all previous awards.												
10. SPECIAL CONDITIONS: This Sub award is subject to the ODP FY 2004 Homeland Security Grant Program Guidelines and Application Kit. The Guidelines and Kit can be accessed at http://www.ojp.usdoj.gov/odp/grants_programs.htm . The ODP periodically publishes Information Bulletins to release, update, amend or clarify grants and programs which it administers. ODP's Information Bulletins can be accessed at http://www.ojp.usdoj.gov/odp/docs/bulletins.htm and are incorporated by reference into this Sub award. This Sub award is also subject to the Federal Grant Award and to the grant guidance imposed upon GDEM by DHS.														
11. STATUTORY AUTHORITY FOR GRANT This project is supported under Public Law 108-90, the Department of Homeland Security Appropriations Act of 2004.														
12. A-133 REPORTING REQUIREMENT: All sub-recipients must submit an audit report to the Federal Audit Clearinghouse if they expended more than \$500,000 in federal funds in one fiscal year. The Federal Audit Clearinghouse submission requirements can be found at http://harvester.census.gov/sac/ . A report must be submitted to GDEM - SAA each year this grant is active. Sub-recipient shall comply with the audit requirements set forth in OMB Circular A-133.														
13. METHOD OF PAYMENT: Primary method is reimbursement. See the enclosed instructions for the process to follow in the submission of invoices.														
14. DEBARMENT / SUSPENSION CERTIFICATION: By signing in block 19 below, the sub-recipient official certifies the jurisdiction and its' contractors/vendors are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any federal department or agency at http://www.epls.gov .														
15. NON-SUPPLANTING CERTIFICATION: By signing in block 19 below, the sub-recipient official certifies federal funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. Sub-recipient may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.														
AGENCY APPROVAL		SUB-RECIPIENT ACCEPTANCE												
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<p>AWARD NUMBER 2004 HSGP – 15976</p>	
<p align="center"><i>SPECIAL CONDITIONS</i></p> <ol style="list-style-type: none"> 1) Purpose : Sub-grant funds will be used to (a) provide assistance for homeland security and emergency operations planning; (b) purchase specialized equipment to enhance the capability of state and local agencies to prevent, respond to and mitigate incidents of terrorism involving the use of chemical, biological, radiological, nuclear, explosive (CBRNE) and cyber attacks; (c) provide assistance for costs related to design, development and conduct of a state CBRNE and cyber security training programs and attendance at ODP sponsored CBRNE training courses; (d) provide assistance for cost related to the design, development, conduct and evaluation of CBRNE and cyber security exercises; (e) provide assistance for costs associated with implementing state homeland security assessments and strategies. 2) Overview : Funds provided shall be used to provide law enforcement and emergency response communities with enhanced capabilities for detecting, deterring, disrupting, and preventing acts of terrorism as described in the Federal Program Guidelines, specifically: planning, equipment, training and exercise needs. All costs under these categories must be eligible under OMB Circular No. A-87 Attachment A, located at http://www.whitehouse.gov/omb/circulars/index.html. 3) The Notice of Sub-recipient Award is only an offer until the sub-recipient returns the signed copy of the Notification of Sub-recipient Award in accordance with the date provided in the transmittal letter. 4) Sub-recipient agrees to comply with any additional requirements set by their council of governments, i.e. mutual aid agreements and UASI working group approvals. 5) Sub-recipient agrees to comply with the applicable financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide located at http://www.ojp.usdoj.gov/oc/. 6) Sub-recipient agrees to comply with the organizational audit requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, as further described in the current edition of the OJP Financial Guide. 7) Sub-recipient agrees to make no request for reimbursement prior to return of this agreement and signed by the authorized sub-recipient representative. 8) Sub-recipient agrees to make no request for reimbursement for goods or services procured by sub-recipient prior to the performance period start date of this agreement. 9) Sub-recipient agrees to comply with the U.S. Department of Homeland Security Fiscal Year 2004 Urban Areas Security Initiative Grant Program Guidelines and Application Kit and the Notice of Award from ODP to GDEM. 10) Sub-recipient agrees to monitor the activities of program participants as necessary to ensure that federal awards are used for authorized purposes in compliance with laws, regulations, and the provisions of contracts or grant agreements and that the performance goals are achieved. 11) Notwithstanding any other agreement provisions, the parties hereto understand and agree that GDEM's obligations under this agreement are contingent upon the receipt of adequate funds to meet GDEM's liabilities hereunder. GDEM shall not be liable to the Sub-recipient for costs under this Agreement which exceed the amount specified in the Notice of Sub-recipient Award. 12) Projects identified in the Domestic Preparedness Assessment website (www.texasdpa.com) must identify and relate to the goals and objectives indicated by the applicable Texas Homeland Security Strategic Plan for the grant period of performance. 13) Sub-recipient agrees to comply with all reporting requirements and shall provide such information as required to GDEM for reporting as noted in the 2004 Federal Grant Guidelines. 14) Sub-recipient must prepare and submit quarterly performance reports to GDEM for the duration of the grant performance period or until all grant activities are completed and the grant is formally closed. Sub-recipient may also be required to submit additional information and data requested by GDEM. 	

- 15) Sub-recipient agrees that exercise and training funds will be retained by GDEM (State Administrative Agency) who will contract with National Emergency Response and Training Center (NERTC) to provide training and exercise services for local jurisdictions.
- 16) Sub-recipient agrees that, during the performance period of this grant, any and all changes to their sub-recipient agreement regarding planning, training, equipment, and exercises must be routed through the appropriate reviewing authority, either the local Council of Government or Urban Areas Security Initiative (UASI) Working Group.
- 17) During the performance period of this grant, sub-recipient must maintain an emergency management plan at the Basic Level of planning preparedness, as prescribed by GDEM. This may be accomplished by a jurisdiction maintaining its own emergency management plan or participating in an interjurisdictional emergency management program that meets the required standards. If GDEM identifies deficiencies in the sub-recipient's plan, sub-recipient will correct deficiencies within 60 days of receiving notice of such deficiencies from GDEM.
- 18) During the performance period of this grant, sub-recipient agrees that it will participate in a legally-adopted county and/or regional mutual aid agreement.
- 19) If the sub-recipient is a participant in a UASI program, during the performance period of this grant, sub-recipient agrees to adhere to the UASI strategy, goals, objectives, and implementation steps.
- 20) Sub-recipient agrees that, during the performance period of this grant, all communications equipment purchases must be reviewed and approved by the UASI points of contact (voting members) Interoperability Committee.
- 21) GDEM may perform periodic reviews of sub-recipient performance of eligible activities and approved projects. These reviews may include, without limitation: performance of on-site audit and compliance monitoring - including inspection of all grant-related records and items, comparing actual sub-recipient activities to those approved in the sub-award application and subsequent modifications if any, ensuring that advances have been disbursed in accordance with applicable guidelines, confirming compliance with grant assurances, information provided on performance reports and payment requests, needs and threat assessments and strategies.
- 22) GDEM may suspend or terminate sub-award funding, in whole or in part, or other measures may be imposed for any of the following reasons: failing to comply with the requirements or statutory objectives of federal law, failing to make satisfactory progress toward the goals or objectives set forth in the sub-award application, failing to follow grant agreement requirements or special conditions, failing to submit required reports, filing a false certification in the application or other report or document.
- 23) GDEM will close a sub-award after receiving sub-recipient's final performance report indicating that all approved work has been completed and all funds have been disbursed, completing a review to confirm the accuracy of the reported information, and reconciling actual costs to awards modifications and payments. If the close out review and reconciliation indicates that the sub-recipient is owed additional funds, GDEM will send the final payment automatically to the sub-recipient. If the sub-recipient did not use all the funds received, GDEM will issue an invoice to recover the unused funds.
- 24) Sub-recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of ODP.
- 25) The sub-recipient agrees that all allocations and use of funds under this grant will be in accordance with the Fiscal Year 2004 Homeland Security Grant Program Guidelines and Application Kit and must support the goals and objectives included in the State Homeland Security Strategy and the Urban Area Homeland Security Strategies.
- 26) When implementing Office of State and Local Government Coordination and Preparedness (SLGCP) funded activities, the sub-recipient must comply with all federal civil rights laws, to include Title VI of the Civil Rights Act, as amended. The sub-recipient is required to take reasonable steps to ensure persons of limited English proficiency have meaningful access to language assistance services regarding the development of proposals and budgets and conducting SLGCP funded activities.
- 27) The sub-recipient agrees that all publications created with funding under this grant shall prominently contain the following statement: 'This Document was prepared under a grant from the SLGCP, United States Department of Homeland Security. Point of view or opinions expressed in the document are those of the authors and do not necessarily represent the official position or policies of SLGCP or the U.S. Department of Homeland Security.'

- 28) The sub-recipient agrees that any equipment purchased with grant funding shall be prominently marked as follows: 'Purchased with funds provided by the U.S. Department of Homeland Security.' Exceptions to this requirement are limited to items where placing of the marking is not possible due to the nature of the equipment.
- 29) The sub-recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.
- 30) Approval of this award does not indicate approval of any consultant rate in excess of \$450 per day. A detailed justification must be submitted to and approved by GDEM prior to obligation or expenditure of such funds.
- 31) Sub-recipient acknowledges that SLGCP reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes: (1) the copyright in any work developed under an award or sub-award; and (2) any rights of copyright to which a recipient or sub-recipient purchases ownership with Federal support. The Recipient agrees to consult with SLGCP regarding the allocation of any patent rights that arise from, or are purchased with, this funding.
- 32) Sub-recipient shall provide the assurances required by ODP. Failure to comply may result in the withholding of funds, termination of the award or other sanctions.
- 33) Sub-recipient must register as a user of the Texas Regional Response Network (TRRN) and identify all major resources such as vehicles and trailers, equipment costing \$5,000 or more and specialized teams/response units equipped and/or trained using grant funds (i.e. hazardous material, decontamination, search and rescue, etc.). This registration is to ensure jurisdictions or organizations are prepared to make grant funded resources available to other jurisdictions through mutual aid.
- 34) Sub-recipients must maintain an updated inventory of equipment purchased through this grant program.
- 35) If a financial hardship exists, a sub-recipient may request an advance of grant funds for expenditures incurred under this program. Requests must be made in writing by the chief elected official and submitted to GDEM. Letters must also indicate that a financial hardship exists for the sub-recipient's organization. GDEM will determine whether an advance will be made.
- 36) If a sub-recipient is approved for an advance, the funds must be deposited in a separate interest bearing account and are subject to the rules outlined in the Uniform Rule 28 CFR Part 66, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, at http://www.access.gpo.gov/nara/cfr/waisidx_04/28cfrv2_04.html and the Uniform Rule 28 CFR Part 70, Uniform Administrative Requirements for Grants and Agreements (including sub-awards) with Institutions of Higher Education, Hospitals, and other Nonprofit Organizations, at http://www.access.gpo.gov/nara/cfr/waisidx_03/28cfr70_03.html . Any interest earned in excess of \$100 must, on a quarterly basis, be remitted to:
United States Department of Health and Human Services
Division of Payment Management Services
P.O. Box 6021
Rockville, MD 20852
- Sub-recipients must report any interest remitted to GDEM.
- 37) Notice. All notices or communication required or permitted to be given by either party hereunder shall be deemed sufficiently given if mailed by registered mail or certified mail, return receipt requested, or sent by overnight courier, such as Federal Express, to the other party at its respective address set forth below or to such other address as one party shall give notice of to the other from time to time hereunder. Mailed notices shall be deemed to be received on the third business day following the date of mailing. Notices sent by overnight courier shall be deemed received the following business day.

Jack Colley, Chief
Division of Emergency Management
Office of the Governor
PO Box 4087
Austin, TX 78773-0220

GOVERNOR'S DIVISION OF EMERGENCY MANAGEMENT (GDEM) HOMELAND SECURITY GRANT PROGRAM (HSGP)	2004 SHSP Closeout Grant Adjustment Notice For City of College Station													
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3A. FEDERAL GRANT AWARD NUMBER: 2004-GE-T4-4015	7. AMOUNT OF SUBAWARD: Previous Award: \$20,018.70 Expended: \$9,418.41 (see breakdown below) De-Obligated Amount: \$10,600.29 Grant Balance: \$0.00													
3B. FEDERAL GRANTING AGENCY: OFFICE OF GRANTS AND TRAINING (G&T) DEPARTMENT OF HOMELAND SECURITY (DHS)	8. SUBAWARD DATE: March 20, 2007	9. ACTION: GRANT ADJUSTMENT (2) This supersedes all previous awards.												
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- 19) If the sub-recipient is a participant in a UASI program, during the performance period of this grant, sub-recipient agrees to adhere to the UASI strategy, goals, objectives, and implementation steps.
- 20) Sub-recipient agrees that, during the performance period of this grant, all communications equipment purchases must be reviewed and approved by the UASI points of contact (voting members) Interoperability Committee.
- 21) GDEM may perform periodic reviews of sub-recipient performance of eligible activities and approved projects. These reviews may include, without limitation: performance of on-site audit and compliance monitoring - including inspection of all grant-related records and items, comparing actual sub-recipient activities to those approved in the sub-award application and subsequent modifications if any, ensuring that advances have been disbursed in accordance with applicable guidelines, confirming compliance with grant assurances, information provided on performance reports and payment requests, needs and threat assessments and strategies.
- 22) GDEM may suspend or terminate sub-award funding, in whole or in part, or other measures may be imposed for any of the following reasons: failing to comply with the requirements or statutory objectives of federal law, failing to make satisfactory progress toward the goals or objectives set forth in the sub-award application, failing to follow grant agreement requirements or special conditions, failing to submit required reports, filing a false certification in the application or other report or document.
- 23) GDEM will close a sub-award after receiving sub-recipient's final performance report indicating that all approved work has been completed and all funds have been disbursed, completing a review to confirm the accuracy of the reported information, and reconciling actual costs to awards modifications and payments. If the close out review and reconciliation indicates that the sub-recipient is owed additional funds, GDEM will send the final payment automatically to the sub-recipient. If the sub-recipient did not use all the funds received, GDEM will issue an invoice to recover the unused funds.
- 24) Sub-recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of ODP.
- 25) The sub-recipient agrees that all allocations and use of funds under this grant will be in accordance with the Fiscal Year 2004 Homeland Security Grant Program Guidelines and Application Kit and must support the goals and objectives included in the State Homeland Security Strategy and the Urban Area Homeland Security Strategies.
- 26) When implementing Office of State and Local Government Coordination and Preparedness (SLGCP) funded activities, the sub-recipient must comply with all federal civil rights laws, to include Title VI of the Civil Rights Act, as amended. The sub-recipient is required to take reasonable steps to ensure persons of limited English proficiency have meaningful access to language assistance services regarding the development of proposals and budgets and conducting SLGCP funded activities.
- 27) The sub-recipient agrees that all publications created with funding under this grant shall prominently contain the following statement: 'This Document was prepared under a grant from the SLGCP, United States Department of Homeland Security. Point of view or opinions expressed in the document are those of the authors and do not necessarily represent the official position or policies of SLGCP or the U.S. Department of Homeland Security.'

- 28) The sub-recipient agrees that any equipment purchased with grant funding shall be prominently marked as follows: 'Purchased with funds provided by the U.S. Department of Homeland Security.' Exceptions to this requirement are limited to items where placing of the marking is not possible due to the nature of the equipment.
- 29) The sub-recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.
- 30) Approval of this award does not indicate approval of any consultant rate in excess of \$450 per day. A detailed justification must be submitted to and approved by GDEM prior to obligation or expenditure of such funds.
- 31) Sub-recipient acknowledges that SLGCP reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes: (1) the copyright in any work developed under an award or sub-award; and (2) any rights of copyright to which a recipient or sub-recipient purchases ownership with Federal support. The Recipient agrees to consult with SLGCP regarding the allocation of any patent rights that arise from, or are purchased with, this funding.
- 32) Sub-recipient shall provide the assurances required by ODP. Failure to comply may result in the withholding of funds, termination of the award or other sanctions.
- 33) Sub-recipient must register as a user of the Texas Regional Response Network (TRRN) and identify all major resources such as vehicles and trailers, equipment costing \$5,000 or more and specialized teams/response units equipped and/or trained using grant funds (i.e. hazardous material, decontamination, search and rescue, etc.). This registration is to ensure jurisdictions or organizations are prepared to make grant funded resources available to other jurisdictions through mutual aid.
- 34) Sub-recipients must maintain an updated inventory of equipment purchased through this grant program.
- 35) If a financial hardship exists, a sub-recipient may request an advance of grant funds for expenditures incurred under this program. Requests must be made in writing by the chief elected official and submitted to GDEM. Letters must also indicate that a financial hardship exists for the sub-recipient's organization. GDEM will determine whether an advance will be made.
- 36) If a sub-recipient is approved for an advance, the funds must be deposited in a separate interest bearing account and are subject to the rules outlined in the Uniform Rule 28 CFR Part 66, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, at http://www.access.gpo.gov/nara/cfr/waisidx_04/28cfrv2_04.html and the Uniform Rule 28 CFR Part 70, Uniform Administrative Requirements for Grants and Agreements (including sub-awards) with Institutions of Higher Education, Hospitals, and other Nonprofit Organizations, at http://www.access.gpo.gov/nara/cfr/waisidx_03/28cfr70_03.html . Any interest earned in excess of \$100 must, on a quarterly basis, be remitted to:
United States Department of Health and Human Services
Division of Payment Management Services
P.O. Box 6021
Rockville, MD 20852
- Sub-recipients must report any interest remitted to GDEM.
- 37) Notice. All notices or communication required or permitted to be given by either party hereunder shall be deemed sufficiently given if mailed by registered mail or certified mail, return receipt requested, or sent by overnight courier, such as Federal Express, to the other party at its respective address set forth below or to such other address as one party shall give notice of to the other from time to time hereunder. Mailed notices shall be deemed to be received on the third business day following the date of mailing. Notices sent by overnight courier shall be deemed received the following business day.

Jack Colley, Chief
Division of Emergency Management
Office of the Governor
PO Box 4087
Austin, TX 78773-0220

FY-04 Equipment List
28 July 2005

Item	Grant	Department	Equipment Name	Quantity
1	SHSP	Fire	Heads-up Display Receiver	94
2	SHSP	Fire	APR Truck Kits	15
3	SHSP	Fire	Clear Command PPT Switch and Adapter for MTS2000	30
4	SHSP	Fire	Clear Command Helmet Microphone Set	108
5	SHSP	Fire	Clear Command PTT Switch w/Lapel Mic MTS2000	30
6	SHSP	Fire	Clear Command Receiver Bracket	94
7	SHSP	Fire	Clear Command Heads-up Display Transmitter-High	41
8	SHSP	BVSWMA	Tyvek Coveralls	1
9	SHSP	BVSWMA	Gas Vapor Masks	50
10	SHSP	BVSWMA	Boot Covers	1
11	SHSP	BVSWMA	Gloves (inner)	12
12	SHSP	BVSWMA	Gloves (outer)	3
13	SHSP	BVSWMA	Safety glasses	25
14	SHSP	Public Works	5 kw Portable Generator	1
15	SHSP	EOC	GIS PC 3.2 GHz P4with HT 2gig ram & 160 Gig HD	1
15A	SHSP	EOC	Computer Memory	1
15B	SHSP	EOC	Mounting Brackets	1
16	SHSP	EOC	Viewsonic VP201b 20" flat panel monitor	1
17	SHSP	EOC	NEC MT1075 4200 ANSI Lumen proj.	2
19	SHSP	EOC	Daylight 120" diag screens	2
20	SHSP	EOC	Crestron QMrmCRX projector controller	2
21	SHSP	EOC	Spare MT 1075 bulb	6
22	SHSP	EOC	TV Converters	1
23	SHSP	EOC	Projector mounts / Installation	1
24	SHSP	Public Works	Trailer Mounted Light Sets	3
25	SHSP	Public Works	Type III Barricades	21
26	SHSP	Public Works	Type I Barricades	25
27	SHSP	Public Works	Cone Delineators (Grabber Clones)	30
28	SHSP	Public Works	Traffic Cones	600
29	SHSP	Public Works	Steel Crowd Control Barricade	50
30	SHSP	Public Works	Safety Fence	11
31	SHSP	Public Works	Hard Hats	40
32	SHSP	Public Works	LED Traffic Wands	26
33	SHSP	Public Works	T-Post	100
34	SHSP	Public Works	Emergency Responder Vests	40
35	SHSP	Public Works	Message Board, Trailer Mounted	1
36	SHSP	Public Works	Cyalum Light Sticks	10
37	SHSP	Public Works	Phoenix Sign Stand	4
38	SHSP	Public Works	Econobuster Sign Stand	5
39	SHSP	Public Works	Measuring Tape	2
40	SHSP	Public Works	Safety Cabinet	1
41	SHSP	Public Works	Bar Safety Lock	6
41A	SHSP	Public Works	Master Locks	8
41B	SHSP	Public Works	Master Locks	7
41C	SHSP	Public Works	Hearing Protection	40
41D	SHSP	Public Works	Safety Flags	12
41E	SHSP	Public Works	Spray Paint	36
41F	SHSP	Public Works	Paint Striping Maching	2
41G	SHSP	Public Works	Caution Tape	36
41H	SHSP	Public Works	Gloves, Driver Large	36
41I	SHSP	Public Works	Gloves, Driver XLarge	12
41J	SHSP	Public Works	Eten Cord	4

**FY-04 Equipment List
28 July 2005**

Item	Grant	Department	Equipment Name	Quantity
42	SHSP	Police	Upgrade Laptops in MOC (Aironet Wireless)	2
43	SHSP	Police	Cell Phone Cards for MOC Computers	4
44	SHSP	Police	Cell Phone Car Kits for MO Computers	2
45	SHSP	Police	MCS Mobile Radio model 1 w/encryption for MOC	1
46	SHSP	Police	MCS 1000 handheld radios w/encryption for MOC	6
47	SHSP	Police	Radio Bank Charger for MOC	1
48	SHSP	Police	Radio headsets for MOC	4
49	SHSP	Police	Radio footpetals & connections for MOC	4
50	SHSP	Police	Emergency Scene Lighting for MOC	1
51	LE	Police	HNT/Command Trailer	1
52	LE	Police	Computers for HNT Trailer (ToughBooks)	3
53	LE	Police	Folding Tables for HNT Trailer	4
54	LE	Police	Chairs w/rollers for HNT trailer	6
55	LE	Police	Folding Chairs for HNT trailer	6
56	LE	Police	PolyCom Viceo Conference System	1

2004 Grant	\$262,494.00
Expended	\$250,295.43
Deobligated	\$12,198.57

FY-04 Equipment List
28 July 2005

Item	Grant	Department	Equipment Name	Quantity
1	SHSP	Fire	Heads-up Display Receiver	94
2	SHSP	Fire	APR Truck Kits	15
3	SHSP	Fire	Clear Command PPT Switch and Adapter for MTS2000	30
4	SHSP	Fire	Clear Command Helmet Microphone Set	108
5	SHSP	Fire	Clear Command PTT Switch w/Lapel Mic MTS2000	30
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8	SHSP	BVSWMA	Tyvek Coveralls	1
9	SHSP	BVSWMA	Gas Vapor Masks	50
10	SHSP	BVSWMA	Boot Covers	1
11	SHSP	BVSWMA	Gloves (inner)	12
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15B	SHSP	EOC	Mounting Brackets	1
16	SHSP	EOC	Viewsonic VP201b 20" flat panel monitor	1
17	SHSP	EOC	NEC MT1075 4200 ANSI Lumen proj.	2
19	SHSP	EOC	Daylight 120" diag screens	2
20	SHSP	EOC	Crestron QMrmCRX projector controller	2
21	SHSP	EOC	Spare MT 1075 bulb	6
22	SHSP	EOC	TV Converters	1
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28	SHSP	Public Works	Traffic Cones	600
29	SHSP	Public Works	Steel Crowd Control Barricade	50
30	SHSP	Public Works	Safety Fence	11
31	SHSP	Public Works	Hard Hats	40
32	SHSP	Public Works	LED Traffic Wands	26
33	SHSP	Public Works	T-Post	100
34	SHSP	Public Works	Emergency Responder Vests	40
35	SHSP	Public Works	Message Board, Trailer Mounted	1
36	SHSP	Public Works	Cyalum Light Sticks	10
37	SHSP	Public Works	Phoenix Sign Stand	4
38	SHSP	Public Works	Econobuster Sign Stand	5
39	SHSP	Public Works	Measuring Tape	2
40	SHSP	Public Works	Safety Cabinet	1
41	SHSP	Public Works	Bar Safety Lock	6
41A	SHSP	Public Works	Master Locks	8
41B	SHSP	Public Works	Master Locks	7
41C	SHSP	Public Works	Hearing Protection	40
41D	SHSP	Public Works	Safety Flags	12
41E	SHSP	Public Works	Spray Paint	36
41F	SHSP	Public Works	Paint Striping Maching	2
41G	SHSP	Public Works	Caution Tape	36
41H	SHSP	Public Works	Gloves, Driver Large	36
41I	SHSP	Public Works	Gloves, Driver XLarge	12
41J	SHSP	Public Works	Eten Cord	4

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, ACCEPTING THE 2004 HOMELAND SECURITY SUB-RECEPIENT AWARD FOR THE PURCHASE OF RESPONSE EQUIPMENT AND AUTHORIZING A CONTACT PERSON FOR THE CITY.

WHEREAS, the Office for Domestic Preparedness, a component of the U.S. Department of Homeland Security, has awarded the Governor's Division of Emergency Management (GDEM) the 2004 Homeland Security Grant Program; and

WHEREAS, the Governor's Division of Emergency Management (GDEM) has served the City of College Station with a Closeout Grant Adjustment Notice of the 2004 Homeland Security Grant Program in the amount of \$12,198.57; now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS:

PART 1: That the City Council hereby accepts the Closeout Grant Adjustment Notice of the 2004 Homeland Security Grant Program in the amount of \$12,198.57 from the Governor's Division of Emergency Management (GDEM).

PART 2: That this resolution shall take effect immediately from and after its passage.

ADOPTED this _____ day of _____, A.D. 2007.

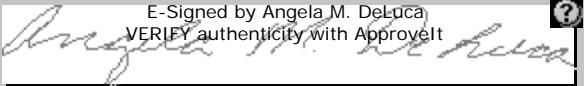
ATTEST:

APPROVED:

CONNIE HOOKS, City Secretary

RON SILVIA, Mayor

APPROVED:

E-Signed by Angela M. DeLuca
VERIFY authenticity with ApproveIt


City Attorney

**April 26, 2007
Consent Agenda
Annual Blanket Purchase Order for Roadway Traffic Markings**

To: Glenn Brown, City Manager

From: Mark Smith, Director of Public Works

Agenda Caption: Presentation, possible action, and discussion on the award of Bid#07-58 for the installation of roadway traffic markings to United Rentals Highway Tech. These markings are essential in guiding vehicular and bicycle traffic throughout the City.

Recommendation(s): Staff recommends award of Bid #07-58 to lowest responsible bidder United Rentals Highway Tech. in the amount of \$346,865.95

Summary: Bids for the Annual Blanket Purchase Order for the installation of roadway traffic markings (painted stripes and buttons) and barricades were received from N-line Traffic Maintenance and United Rentals Highway Tech. United Rentals submitted the lowest responsible bid. Staff recommends award of Bid #07-58 to United Rentals Highway Tech.

Budget & Financial Summary: Funding for the Annual Blanket Purchase Order for the installation of roadway traffic markings is provided from the operating budget of Traffic Operations Budget.

Attachments:

1. Bid tabulation #07-58
2. Resolution

**ANNUAL BID FOR TRAFFIC STRIPING/PAINTING
DEPARTMENT: PUBLIC WORKS--STREETS DIV.
BID: #07-58**

SECTION A:

**N-Line Traffic Mntnc.
Bryan, TX
Contact: Pat England**

**United Rentals Hwy Tech
Austin, TX
Contact: Steve Meuth**

Item No.	Est. Quan.	Unit Type	Description	Unit Price	Item Total	Unit Price	Item Total
1	220,000	LF	4" ReflectORIZED Markings (SLD)(Re-Stripe)	0.17	37,400.00	0.165	36,300.00
2	22,000	LF	4" ReflectORIZED Markings (BRK)(Re-Stripe)	0.17	3,740.00	0.165	3,630.00
3	40,000	LF	4" ReflectORIZED Markings (SLD)(Layout)	0.18	7,200.00	0.215	8,600.00
4	100,000	LF	4" ReflectORIZED Markings (BRK)(Layout)	0.18	18,000.00	0.215	21,500.00
5	3,000	LF	8" ReflectORIZED Markings (SLD)(Re-Stripe)	0.33	990.00	0.340	1,020.00
6	3,000	LF	8" ReflectORIZED Markings (SLD)(Layout)	0.40	1,200.00	0.400	1,200.00
7	4,000	LF	12" ReflectORIZED Markings (SLD)(Re-Stripe)	0.50	2,000.00	0.750	3,000.00
8	4,000	LF	12" ReflectORIZED Markings (SLD)(Layout)	0.60	2,400.00	1.200	4,800.00
9	1,000	LF	18" ReflectORIZED Markings (SLD)(Re-Stripe)	0.55	550.00	0.750	750.00
10	1,000	LF	18" ReflectORIZED Markings (SLD)(Layout)	0.65	650.00	1.200	1,200.00
11	1,000	LF	24" ReflectORIZED Paint Markings (SLD)(Re-Stripe)	1.75	1,750.00	2.000	2,000.00
12	20,000	LF	4" ReflectORIZED Thermo Markings (SLD)(Re-stipe)	0.60	12,000.00	0.550	11,000.00
13	20,000	LF	4" ReflectORIZED Thermo Markings (BRK)(Re-stipe)	0.60	12,000.00	0.550	11,000.00
14	20,000	LF	8" ReflectORIZED Thermo Markings (SLD)(Re-stipe)	0.85	17,000.00	0.850	17,000.00
15	10,000	LF	12" ReflectORIZED Thermo Markings (SLD)(Re-stipe)	2.50	25,000.00	2.000	20,000.00
16	5,000	LF	18" ReflectORIZED Thermo Markings (SLD)(Re-stipe)	3.50	17,500.00	2.750	13,750.00
17	5,000	LF	24" ReflectORIZED Thermo Markings (SLD)(Re-flect)	5.00	25,000.00	3.500	17,500.00
18	1,000	LF	Non-ReflectORIZED Curb Markings	0.20	200.00	0.350	350.00
19	4,000	LF	Non-ReflectORIZED Curb w/words per 15 ft	0.40	1,600.00	0.450	1,800.00
20	15	EA	ADA Handicap Emblem	10.00	150.00	15.000	225.00
21	15	EA	ADA Handicap Emblem w/Blue Background	25.00	375.00	40.000	600.00
22	20	EA	8' 2" ReflectORIZED Thermo Turn Arrow	70.00	1,400.00	75.000	1,500.00
23	20	EA	9'10" ReflectORIZED Thermo Directional Arrow	110.00	2,200.00	75.000	1,500.00
24	20	EA	13'1" ReflectORIZED Thermo Combination Arrow	160.00	3,200.00	135.000	2,700.00
25	20	EA	8' ReflectORIZED Thermo Combination Arrow	70.00	1,400.00	100.000	2,000.00
26	10	EA	ReflectORIZED Railroad Crossing	200.00	2,000.00	325.000	3,250.00
27	1,500	LF	Eliminate Existing 4" Pavement Markings	1.70	2,550.00	0.600	900.00
28	1,500	LF	Eliminate Existing 8" Pavement Markings	2.00	3,000.00	0.750	1,125.00
29	1,500	LF	Eliminate Existing 12" Pavement Markings	2.10	3,150.00	1.500	2,250.00
30	1,500	LF	Eliminate Existing 18" Pavement Markings	2.20	3,300.00	2.000	3,000.00
31	1,000	LF	Eliminate Existing 24" Pavement Markings	3.00	3,000.00	3.000	3,000.00
32	20	HR	Pressure Cleaning	20.00	400.00	30.000	600.00
33	8	EA	Traffic Control Plan Design Drawings	0.00	No Charge	0.000	0.00
34	2,000	EA	ReflectORIZED Raised Pavement Markings Type I-A	3.00	6,000.00	3.000	6,000.00
35	2,500	EA	ReflectORIZED Raised Pavement Markings Type II-AA	3.50	8,750.00	3.000	7,500.00
36	1,000	EA	ReflectORIZED Raised Pavement Markings Type I-C	3.50	3,500.00	3.000	3,000.00
37	500	EA	ReflectORIZED Raised Pavement Markings Type II-C-R	3.50	1,750.00	3.000	1,500.00
38	200	EA	Non-Reflective Raised Pavement Mkr 4" Round Cerm	2.20	440.00	2.000	400.00
39	20	EA	ReflectORIZED 4 ft. Words Thermo	50.00	1,000.00	80.000	1,600.00
40	20	EA	ReflectORIZED 8 ft. Words Thermo	125.00	2,500.00	150.000	3,000.00
41	20	EA	ReflectORIZED 6 ft. Bike Symbols Thermo	75.00	1,500.00	75.000	1,500.00
42	2,500	EA	Temporary Marking Tabs	0.50	1,250.00	0.650	1,625.00

Sub Total (Section A) \$ 238,995.00 \$ 225,175.00

SECTION B:

Contractor Supplied (Purchased)

vs.

Rental (optional)

Item No.	Est. Quan.	Unit Type	Description	Unit Price	Item Total	Unit Price	Item Total	*N-Line Traffic Mntnc.				**United Rentals Hwy			
								24 hr/ea	Week/ea	24 hr/ea	Week/ea	24 hr/ea	Week/ea	24 hr/ea	Week/ea
1	100	EA	Light only	17.00	1,700.00	12.560	1,256.00								
2	20	EA	Type I Barricade	78.00	1,560.00	64.000	1,280.00	0.75	2.25	0.65	2.00				
3	20	EA	Type I Barricade w/Light	95.00	1,900.00	76.560	1,531.20	2.00	6.00	1.50	4.50				
4	20	EA	Type III Barricade w/Light	200.00	4,000.00	160.000	3,200.00	2.75	8.25	2.00	6.00				
5	40	EA	Vertical Panel	35.00	1,400.00	44.800	1,792.00	6.75	20.25	5.00	15.00				
6	40	EA	Vertical Panel w/Light	45.00	1,800.00	57.360	2,294.40	2.00	6.00	1.50	4.50				
7	20	EA	Sign w/Perm Stand	80.00	1,600.00	70.000	1,400.00	2.75	8.25	2.10	5.15				
8	20	EA	Sign w/Perm Stand w/ Light	95.00	1,900.00	82.560	1,651.20	4.00	12.00	2.50	7.50				
9	15	EA	Sign w/Large Wood Stand	110.00	1,650.00	102.400	1,536.00	4.75	14.25	3.25	9.75				
10	15	EA	Sign w/Large Wood Stand, w/ Light	125.00	1,875.00	114.960	1,724.40	5.00	15.00	5.00	15.00				
11	100	EA	Plastic Barrel	58.25	5,825.00	46.080	4,608.00	5.75	17.25	5.50	15.00				
12	100	EA	Plastic Barrel w/ Light	75.25	7,525.00	58.640	5,864.00	1.75	5.25	2.00	6.00				
13	5	EA	Lane Closure		Not Applicable		Not Applicable	2.50	7.50	2.50	7.50				
14	5	HR	Flagman		Not Applicable		Not Applicable	550.00	1,650.00	400.00	2,000.00				
15	5	EA	Directional Board	4330.00	21,650.00	3750.000	18,750.00	250.00	N/A	50.00	2,000.00				
16	5	EA	Programmable Message Board	16000.00	80,000.00	14630.000	73,150.00	75.00	225.00	150.00	300.00				
17	15	EA	Vinyl Roll-up Sign w/Stand	230.00	3,450.00	110.250	1,653.75	100.00	300.00	400.00	1,200.00				

Sub Total (Section B) \$ 137,835.00 \$ 121,690.95

Grand Total (Section A & B) \$ 376,830.00 \$ 346,865.95

☐ Award Recommendation

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING A CONSTRUCTION CONTRACT FOR THE TRAFFIC MARKINGS PROJECT AND AUTHORIZING THE EXPENDITURE OF FUNDS.

WHEREAS, the City of College Station, Texas, solicited bids for the construction phase of the Traffic Markings Project; and

WHEREAS, the selection of United Rentals Highway Tech is being recommended as the lowest responsible bidder for the construction services related to installation of traffic markings; now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS:

PART 1: That the City Council hereby finds that United Rentals Highway Tech is the lowest responsible bidder.

PART 2: That the City Council hereby approves the contract with United Rentals Highway Tech for \$346,865.95 for the labor, materials and equipment required for the improvements related the installation of traffic markings Project.

PART 3: That the funding for this Project shall be as budgeted from the General Fund, Traffic Maintenance Division, in the amount of \$346,865.95.

PART 4: That this resolution shall take effect immediately from and after its passage.

ADOPTED this _____ day of _____, A.D. 2007.

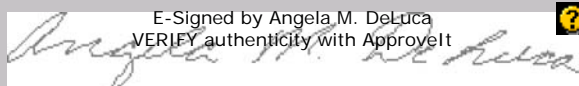
ATTEST:

APPROVED:

CONNIE HOOKS, City Secretary

RON SILVIA, Mayor

APPROVED:

E-Signed by Angela M. DeLuca
VERIFY authenticity with ApproveIt


City Attorney

**April 26, 2007
Consent Agenda
Construction of Traffic Signals & Fiber Optic Cables Installation**

To: Glenn Brown, City Manager

From: Mark Smith, Director of Public Works

Agenda Caption: Presentation, possible action, and discussion on the award of Bid#07-43 to Bayer Electric in the amount of \$369,794.00 for the construction of Traffic Signal on Harvey Mitchell Parkway at the intersections of Luther Street and Holleman Drive. This project will also include the installation of fiber optic cables to provide a communications network for this group of signals.

Recommendation(s): Staff recommends award of Bid #07-43 to lowest responsible bidder Bayer Electric in the amount of \$369,794.00

Summary: Over the past two years accidents has increased in frequency and severity at the intersection of Luther Street and Harvey Mitchell Parkway. Temporary barriers prohibits left-turns from Luther Street and Harvey Mitchell Parkway. Increased vehicle traffic through this corridor has also increased vehicle delays and makes it extremely difficult to exit both Luther St and Holleman Drive onto Harvey Mitchell Parkway.

Budget & Financial Summary: Funds to construct these (2) two traffic signal are budgeted and available in the 2003 Traffic Signal Capital Improvement Funds.

Attachments:

1. Bid tabulation #07-43
2. Location Map
3. Resolution

Installation of Traffic Signals

BID #07-43

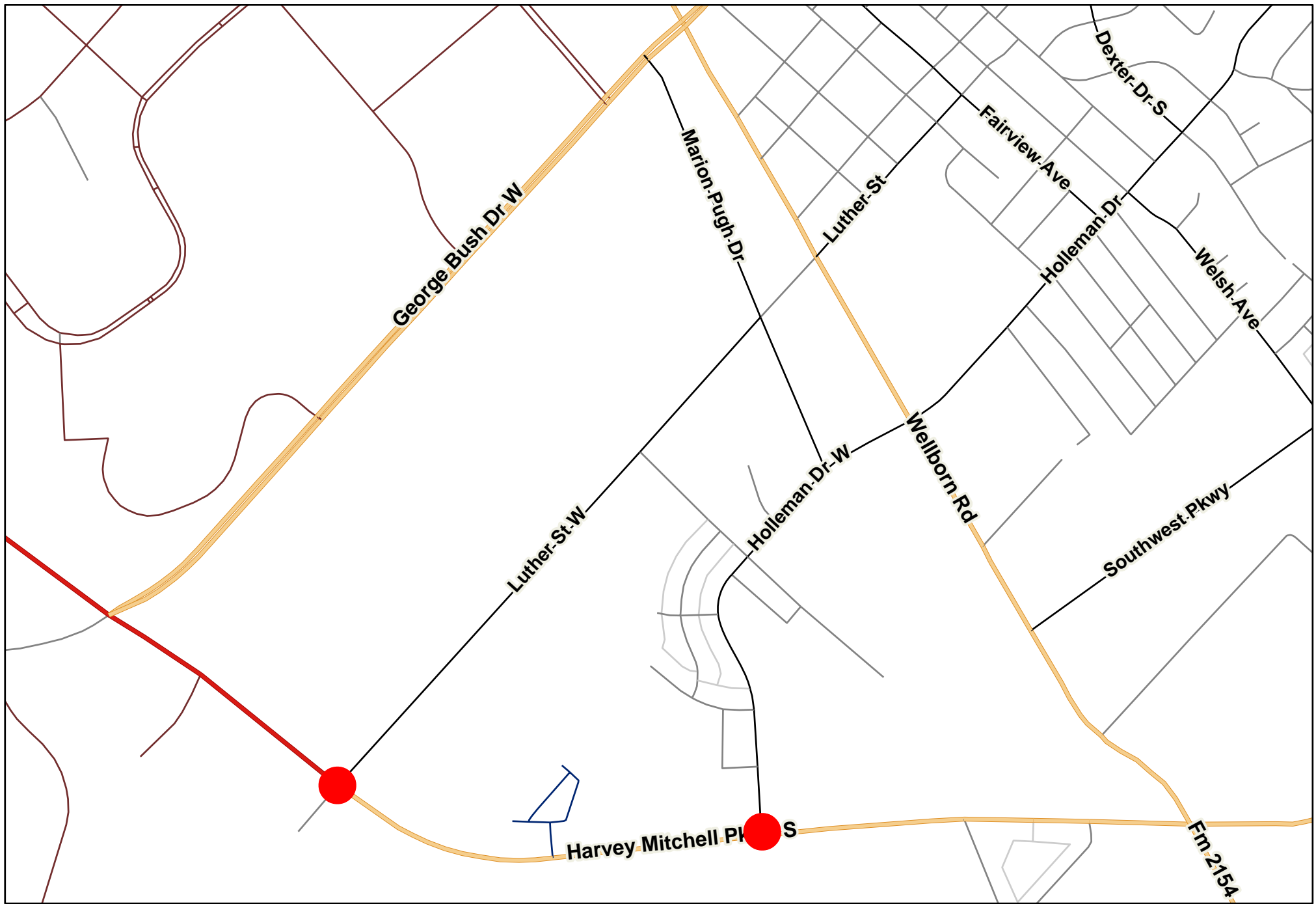
Public Works

Description	Bayer Electric		Florida Traffic Control	
	Total Material Costs	Total Installation Costs	Total Material Costs	Total Installation Costs
Traffic Signal Installation, Harvey Mitchell Parkway at Holleman Drive.	\$83,618.00	\$78,097.00	\$79,709.60	\$70,051.75
Traffic Signal Installation, Harvey Mitchell Parkway at Luther Street.	\$90,711.00	\$82,830.00	\$87,336.00	\$71,536.30
Fiber Optic Cable Installation, Along Harvey Mitchell Parkway from George Bush Drive to Jones -Butler Rd.	\$16,705.00	\$17,833.00	\$24,889.50	\$41,153.29

Total	\$191,034.00	\$178,760.00	\$191,935.10	\$182,741.34
Grand Total	\$369,794.00		\$374,676.44	

Staff Recommendation to Lowest Approved Vendor Meeting Specifications

Calendar Days for Completion	100	100
Certification of Bid	Y	Y
Addendum Acknowledged	0	0
Bid Bond	Y	Y
Deviations/Conditions	N/A	N/A



Holleman Drive and Luther Street Roadway Improvements

0 500 1,000 2,000 Feet

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING A CONSTRUCTION CONTRACT FOR THE INSTALLATION OF TWO (2) NEW TRAFFIC SIGNAL PROJECTS AND AUTHORIZING THE EXPENDITURE OF FUNDS.

WHEREAS, the City of College Station, Texas, solicited bids for the construction phases of the Traffic Signal and the Installation of Fiber Optics Cable Projects; and

WHEREAS, the selection of BAYER ELECTRIC is being recommended as the lowest responsible bidder for the construction services related to the installation of two (2) new traffic signals and fiber optic cables; now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS:

PART 1: That the City Council hereby finds that BAYER ELECTRIC is the lowest responsible bidder.

PART 2: That the City Council hereby approves the contract with BAYER ELECTRIC. for \$369,794.00 for the labor, materials and equipment required for the construction related to the Traffic Signal Projects.

PART 3: That the funding for this Project shall be as budgeted from the 2003 General Obligation Bond Fund, Public Works Traffic Division, in the amount of \$369,794.00.

PART 4: That this resolution shall take effect immediately from and after its passage.

ADOPTED this _____ day of _____, A.D. 2007.

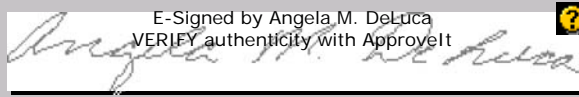
ATTEST:

APPROVED:

CONNIE HOOKS, City Secretary

RON SILVIA, Mayor

APPROVED:

E-Signed by Angela M. DeLuca
VERIFY authenticity with ApproveIt


City Attorney

**April 26, 2007
Consent Agenda
Pipeline Encroachment Agreement
for the Wellborn Road Utilities Relocation Project**

To: Glenn Brown, City Manager

From: Mark Smith, Director of Public Works

Agenda Caption: Presentation, possible action, and discussion to approve a Pipeline Encroachment Agreement for the Wellborn Road Utilities Relocation Project. The agreement with Union Pacific Railroad (UPRR) is required to install a water transmission line in UPRR right-of-way.

Recommendation(s): Staff recommends approval of the Encroachment Agreement.

Summary: This item is for the approval of a Pipeline Encroachment Agreement in order to install a 24-in water transmission line from North Graham Road to the Graham Road water line crossing. The pipeline encroachment occurs within the 200-ft wide UPRR right-of-way along the railroad tracks. The encroachment area is also the location of the Old State Highway 6 (a.k.a. Old Wellborn Road and Old Bryan-Navasota Road). A portion of the property within the limits of the UPRR ROW and old roadway has been utilized by the Ellington Ranch for out-buildings, access, grazing, etc. as can be seen from aerial photographs. This agreement is necessitated by the TxDOT Wellborn Road Widening Project and subsequently the City's Wellborn Road Utility Relocation Project. The License Fee for the encroachment is \$5,000.00. The Agreement has been amended in three (3) places to read, "... to the extent allowed under Texas law...". After the City signs the Agreement and remits the required fee, the UPRC will sign and return one (1) copy with original signatures for our records.

Budget & Financial Summary: The funding for this project is from the Water Fund and budgeted under "Wellborn Widening". A percentage of the project is eligible for reimbursement from TxDOT.

Attachments:

1. Encroachment Agreement
2. Location Map

LONGITUDINAL PIPELINE ENCROACHMENT AGREEMENT

Between Mile Posts 68.75 and 69 Navasota Subdivision
Location: College Station, Brazos County, Texas

THIS AGREEMENT ("Agreement") is made and entered into as of November 01, 2006, ("Effective Date") by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation, ("Licensor") and **CITY OF COLLEGE STATION**, a Texas municipal corporation to be addressed at 1601 S. Graham Rd., College Station, Texas 77845 ("Licensee").

IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

Article I. LICENSOR GRANTS RIGHT.

In consideration of the License Fee to be paid by the Licensee and in further consideration of the covenants and agreements herein contained to be by the Licensee kept, observed and performed, the Licensor hereby grants to the Licensee the right to construct and thereafter, during the term hereof, to maintain and operate

one underground 24 inch pipeline encroachment for transporting and conveying water only

(hereinafter the "Pipeline") in the location shown and in conformity with the dimensions and specifications indicated on the attached print dated November 01, 2006 and marked Exhibit "A", attached hereto and hereby made a part hereof. Under no circumstances shall Licensee modify the use of the Pipeline for a purpose other than transporting and conveying water, and the Pipeline shall not be used to convey any other substance, any fiber optic cable, or for any other use, whether such use is currently technologically possible, or whether such use may come into existence during the life of this Agreement.

Article II. LICENSE FEE.

Upon execution of this Agreement, the Licensee shall pay to the Licensor a one-time License Fee of Five Thousand Dollars (\$5,000.00).

Article III. CONSTRUCTION, MAINTENANCE AND OPERATION.

The grant of right herein made to the Licensee is subject to each and all of the terms, provisions, conditions, limitations and covenants set forth herein and in Exhibit B, attached hereto and hereby made a part hereof.

Article IV. IF WORK IS TO BE PERFORMED BY CONTRACTOR.

If a contractor is hired by the Licensee to do any of the work performed on the Pipeline (including initial construction and subsequent relocation or maintenance and repair work), then the Licensee shall require its contractor to execute the Licensor's current form of Contractor's Right of Entry Agreement. Licensee acknowledges receipt of a copy of Contractor's Right of Entry Agreement and an understanding of its terms, provisions, and requirements, and will inform its contractor of the need to execute the Agreement. Under no circumstances will Licensee's contractor be allowed onto Licensor's property without first executing the Contractor's Right of Entry Agreement and the contractor providing to the Licensor the insurance binders, certificates and endorsements described in the Contractor's Right of Entry Agreement.

Article V. INSURANCE.

A. Before commencement of the term of this Agreement and prior to any Pipeline construction, the Licensee, at its sole expense, shall provide to the Licensor the insurance binders, certificates and endorsements described in Exhibit C, attached hereto and hereby made a part hereof.

B. Not more frequently than once every two years, Licensor may reasonably modify the required insurance coverage to reflect then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.

C. All insurance correspondence, binders, certificates and endorsements shall be directed to:

Mary Gross
Folder No. 2405-50
Union Pacific Railroad Company
Real Estate Department
1400 Douglas St. STOP 1690
Omaha, NE 68179-1690

D. If the Licensee is a public entity subject to any applicable statutory tort laws, the limits of insurance described in Exhibit C shall be the limits the Licensee then has in effect or which is required by applicable current or subsequent law, whichever is greater, a portion of which may be self-insured with the consent and approval of Licensor.

Article VI. TERM.

This Agreement shall take effect as of the Effective Date first herein written and shall continue in full force and effect until terminated as herein provided.

Article VII. SPECIAL PROVISION – RAILROAD FLAGMAN; WHEN REQUIRED; FLAGGING CHARGES.

A. No work of any kind shall be performed, and no person, equipment, machinery, tool(s), material(s), vehicle(s), or thing(s) shall be located, operated, placed, or stored within 25 feet of any of Railroad's track(s) at any time, for any reason, unless and until a Railroad flagman is provided to watch for trains, pursuant to the terms of the attached Exhibit 'B'. All expenses connected with the furnishing of said flagman shall be at the sole cost and expense of the Licensee, who shall promptly pay to Railroad all charges connected therewith, within 30 days after presentation of a bill therefore.

B. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays; two and one-half times current hourly rate for holidays.

C. Wage rates are subject to change, at any time, by law or by agreement between the Railroad and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized Governmental Agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, the Licensee shall pay on the basis of the new rates and charges.

D. Reimbursement to the Railroad will be required covering the full eight hour day during which any flagman is furnished, unless he can be assigned to other Railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagman is engaged in other work. Reimbursement will also be required for any day not actually worked by said flagman following his assignment to work on the project for which the Railroad is required to pay the flagman and which could not reasonably be avoided by the Railroad Company by assignment of such flagman to other work, even though the Licensee may not be working during such time.

E. Arrangements for flagging are to be made at least Ten (10) days in advance of commencing work, with the Railroad Manager of Track Maintenance.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first herein written.

UNION PACIFIC RAILROAD COMPANY

CITY OF COLLEGE STATION

By: _____
Manager - Contracts

By: _____
Title: _____

ATTEST:

Connie Hooks, City Secretary

APPROVED:

City Manager

Carla A. Robinson

City Attorney

Chief Financial Officer

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CURVE FUNCTIONS
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4782.18 M. P.S.

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4800.75 L

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4828.73.5 Pk. Rd. X-104

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CE. N. 44 1/2° E. 830' E

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CRAWFORD

NOTE: BEH
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UNION

M.P. 6

License

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EXHIBIT B

Section 1. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED.

A. The foregoing grant of right is subject and subordinate to the prior and continuing right and obligation of the Licensor to use and maintain its entire property including the right and power of the Licensor to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by the Licensor without liability to the Licensee or to any other party for compensation or damages.

B. The foregoing grant is also subject to all outstanding superior rights (including those in favor of licensees and lessees of the Licensor's property, and others) and the right of the Licensor to renew and extend the same, and is made without covenant of title or for quiet enjoyment.

Section 2. CONSTRUCTION, MAINTENANCE AND OPERATION.

A. The Pipeline shall be constructed, operated, maintained, repaired, renewed, modified and/or reconstructed by the Licensee in strict conformity with (i) Licensor's current standards and specifications ("UP Specifications"), except for variances approved in advance in writing by the Licensor's Assistant Vice President Engineering – Design, or his authorized representative; (ii) such other additional safety standards as the Licensor, in its sole discretion, elects to require, including, without limitation, American Railway Engineering and Maintenance-of-Way Association ("AREMA") standards and guidelines (collectively, "UP Additional Requirements"), and (iii) all applicable laws, rules and regulations ("Laws"). If there is any conflict between the requirements of any Law and the UP Specifications or the UP Additional Requirements, the most restrictive will apply.

B. All work performed on property of the Licensor in connection with the construction, maintenance, repair, renewal, modification or reconstruction of the Pipeline shall be done to the satisfaction of the Licensor.

C. Prior to the commencement of any work in connection with the construction, maintenance, repair, renewal, modification, relocation, reconstruction or removal of the Pipeline where it passes underneath the roadbed and track or tracks of the Licensor, the Licensee shall submit to the Licensor plans setting out the method and manner of handling the work, including the shoring and cribbing, if any, required to protect the Licensor's operations, and shall not proceed with the work until such plans have been approved by the Licensor's Assistant Vice President Engineering Design, or his authorized representative, and then the work shall be done to the satisfaction of the Licensor's Assistant Vice President Engineering Design or his authorized representative. The Licensor shall have the right, if it so elects, to provide such support as it may deem necessary for the safety of its track or tracks during the time of construction, maintenance, repair, renewal, modification, relocation, reconstruction or removal of the Pipeline, and, in the event the Licensor provides such support, the Licensee shall pay to the Licensor, within fifteen (15) days after bills shall have been rendered therefore, all expense incurred by the Licensor in connection therewith, which expense shall include all assignable costs.

D. The Licensee shall keep and maintain the soil over the Pipeline thoroughly compacted and the grade even with the adjacent surface of the ground.

Section 3. NOTICE OF COMMENCEMENT OF WORK.

If an emergency should arise requiring immediate attention, the Licensee shall provide as much notice as practicable to Licensors before commencing any work. In all other situations, the Licensee shall notify the Licensors at least ten (10) days (or such other time as the Licensors may allow) in advance of the commencement of any work upon property of the Licensors in connection with the construction, maintenance, repair, renewal, modification, reconstruction, relocation or removal of the Pipeline. All such work shall be prosecuted diligently to completion.

Section 4. LICENSEE TO BEAR ENTIRE EXPENSE.

The Licensee shall bear the entire cost and expense incurred in connection with the construction, maintenance, repair and renewal and any and all modification, revision, relocation, removal or reconstruction of the Pipeline, including any and all expense which may be incurred by the Licensors in connection therewith for supervision, inspection, flagging, or otherwise.

Section 5. REINFORCEMENT, RELOCATION OR REMOVAL OF PIPELINE.

A. The license herein granted is subject to the needs and requirements of the Licensors in the safe and efficient operation of its railroad and in the improvement and use of its property. The Licensee shall, at the sole expense of the Licensee, reinforce or otherwise modify the Pipeline, or move all or any portion of the Pipeline to such new location, or remove the Pipeline from the Licensors' property, as the Licensors may designate, whenever, in the furtherance of its needs and requirements, the Licensors, at its sole election, finds such action necessary or desirable.

B. All the terms, conditions and stipulations herein expressed with reference to the Pipeline on property of the Licensors in the location hereinbefore described shall, so far as the Pipeline remains on the property, apply to the Pipeline as modified, changed or relocated within the contemplation of this section.

Section 6. NO INTERFERENCE WITH LICENSOR'S OPERATION.

The Pipeline and all parts thereof within and outside of the limits of the property of the Licensors shall be constructed and, at all times, maintained, repaired, renewed and operated in such manner as to cause no interference whatsoever with the constant, continuous and uninterrupted use of the tracks, property and facilities of the Licensors, and nothing shall be done or suffered to be done by the Licensee at any time that would in any manner impair the safety thereof.

Section 7. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.

A. Fiber optic cable systems may be buried on the Licensors' property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Licensee shall telephone the Licensors during normal business hours (7:00 a.m. to 9:00 p.m. Central Time, Monday through Friday, except for holidays) at 1-800-336-9193 (also a 24-hour, 7-day number for emergency calls) to determine if fiber optic cable is buried anywhere on the Licensors' premises to be used by the Licensee. If it is, Licensee will telephone the telecommunications company(ies) involved, arrange for a cable locator, make arrangements for relocation or other protection of the fiber optic cable, all at Licensee's expense, and will commence no work on the Licensors' property until all such protection or relocation has been accomplished. Licensee shall indemnify and hold the Licensors harmless from and against all costs, liability and expense

whatsoever (including, without limitation, attorneys' fees, court costs and expenses) arising out of or caused in any way by Licensee's failure to comply with the provisions of this paragraph.

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B. IN ADDITION TO OTHER INDEMNITY PROVISIONS IN THIS AGREEMENT, THE LICENSEE SHALL INDEMNIFY, DEFEND AND HOLD THE LICENSOR HARMLESS FROM AND AGAINST ALL COSTS, LIABILITY AND EXPENSE WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS AND EXPENSES) CAUSED BY THE NEGLIGENCE OF THE LICENSEE, ITS CONTRACTOR, AGENTS AND/OR EMPLOYEES, RESULTING IN (1) ANY DAMAGE TO OR DESTRUCTION OF ANY TELECOMMUNICATIONS SYSTEM ON LICENSOR'S PROPERTY, AND/OR (2) ANY INJURY TO OR DEATH OF ANY PERSON EMPLOYED BY OR ON BEHALF OF ANY TELECOMMUNICATIONS COMPANY, AND/OR ITS CONTRACTOR, AGENTS AND/OR EMPLOYEES, ON LICENSOR'S PROPERTY, EXCEPT IF SUCH COSTS, LIABILITY OR EXPENSES ARE CAUSED SOLELY BY THE DIRECT ACTIVE NEGLIGENCE OF THE LICENSOR. LICENSEE FURTHER AGREES THAT IT SHALL NOT HAVE OR SEEK RECOURSE AGAINST LICENSOR FOR ANY CLAIM OR CAUSE OF ACTION FOR ALLEGED LOSS OF PROFITS OR REVENUE OR LOSS OF SERVICE OR OTHER CONSEQUENTIAL DAMAGE TO A TELECOMMUNICATION COMPANY USING LICENSOR'S PROPERTY OR A CUSTOMER OR USER OF SERVICES OF THE FIBER OPTIC CABLE ON LICENSOR'S PROPERTY.

Section 8. CLAIMS AND LIENS FOR LABOR AND MATERIAL; TAXES.

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A. → The Licensee shall fully pay for all materials joined or affixed to and labor performed upon property of the Licensor in connection with the construction, maintenance, repair, renewal, modification or reconstruction of the Pipeline, and shall not permit or suffer any mechanic's or materialman's lien of any kind or nature to be enforced against the property for any work done or materials furnished thereon at the instance or request or on behalf of the Licensee. The Licensee shall indemnify and hold harmless the Licensor against and from any and all liens, claims, demands, costs and expenses of whatsoever nature in any way connected with or growing out of such work done, labor performed, or materials furnished.

B. The Licensee shall promptly pay or discharge all taxes, charges and assessments levied upon, in respect to, or on account of the Pipeline, to prevent the same from becoming a charge or lien upon property of the Licensor, and so that the taxes, charges and assessments levied upon or in respect to such property shall not be increased because of the location, construction or maintenance of the Pipeline or any improvement, appliance or fixture connected therewith placed upon such property, or on account of the Licensee's interest therein. Where such tax, charge or assessment may not be separately made or assessed to the Licensee but shall be included in the assessment of the property of the Licensor, then the Licensee shall pay to the Licensor an equitable proportion of such taxes determined by the value of the Licensee's property upon property of the Licensor as compared with the entire value of such property.

Section 9. RESTORATION OF LICENSOR'S PROPERTY.

In the event the Licensor authorizes the Licensee to take down any fence of the Licensor or in any manner move or disturb any of the other property of the Licensor in connection with the construction, maintenance, repair, renewal, modification, reconstruction, relocation or removal of the Pipeline, then in that event the Licensee shall, as soon as possible and at Licensee's sole expense, restore such fence and other property to the same condition as the same were in before such fence was taken down or such other property was moved or disturbed, and the Licensee shall indemnify and hold harmless the Licensor, its officers, agents and employees, against and from any and all liability, loss, damages, claims, demands,

costs and expenses of whatsoever nature, including court costs and attorneys' fees, which may result from injury to or death of persons whomsoever, or damage to or loss or destruction of property whatsoever, when such injury, death, damage, loss or destruction grows out of or arises from the taking down of any fence or the moving or disturbance of any other property of the Licensor.

Section 10. INDEMNITY.

A. As used in this Section, "Licensor" includes other railroad companies using the Licensor's property at or near the location of the Licensee's installation and their officers, agents, and employees; "Loss" includes loss, damage, claims, demands, actions, causes of action, penalties, costs, and expenses of whatsoever nature, including court costs and attorneys' fees, which may result from: (a) injury to or death of persons whomsoever (including the Licensor's officers, agents, and employees, the Licensee's officers, agents, and employees, as well as any other person); and/or (b) damage to or loss or destruction of property whatsoever (including Licensee's property, damage to the roadbed, tracks, equipment, or other property of the Licensor, or property in its care or custody).

B. AS A MAJOR INDUCEMENT AND IN CONSIDERATION OF THE LICENSE AND PERMISSION HEREIN GRANTED, THE LICENSEE AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE LICENSOR FROM ANY LOSS WHICH IS DUE TO OR ARISES FROM:

1. THE PROSECUTION OF ANY WORK CONTEMPLATED BY THIS AGREEMENT INCLUDING THE INSTALLATION, CONSTRUCTION, MAINTENANCE, REPAIR, RENEWAL, MODIFICATION, RECONSTRUCTION, RELOCATION, OR REMOVAL OF THE PIPELINE OR ANY PART THEREOF;
2. THE PRESENCE, OPERATION, OR USE OF THE PIPELINE OR CONTENTS ESCAPING THEREFROM; OR
3. LICENSEE'S BREACH OF THIS AGREEMENT,

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EXCEPT WHERE THE LOSS IS CAUSED BY THE SOLE DIRECT NEGLIGENCE OF THE LICENSOR, AS DETERMINED IN A FINAL JUDGMENT BY A COURT OF COMPETENT JURISDICTION, IT BEING THE INTENTION OF THE PARTIES THAT THE ABOVE INDEMNITY WILL OTHERWISE APPLY TO LOSSES CAUSED OR ARISING FROM, IN WHOLE OR IN PART, LICENSOR'S NEGLIGENCE.

Section 11. REMOVAL OF PIPELINE UPON TERMINATION OF AGREEMENT.

Prior to the termination of this Agreement howsoever, the Licensee shall, at Licensee's sole expense, remove the Pipeline from those portions of the property not occupied by the roadbed and track or tracks of the Licensor and shall restore, to the satisfaction of the Licensor, such portions of such property to as good a condition as they were in at the time of the construction of the Pipeline. If the Licensee fails to do the foregoing, the Licensor may do such work of removal and restoration at the cost and expense of the Licensee. The Licensor may, at its option, upon such termination, at the entire cost and expense of the Licensee, remove the portions of the Pipeline located underneath its roadbed and track or tracks and restore such roadbed to as good a condition as it was in at the time of the construction of the Pipeline, or it may permit the Licensee to do such work of removal and restoration to the satisfaction of the Licensor. In the event of the removal by the Licensor of the property of the Licensee and of the restoration of the roadbed and property as herein provided, the Licensor shall in no manner be liable to

the Licensee for any damage sustained by the Licensee for or on account thereof, and such removal and restoration shall in no manner prejudice or impair any right of action for damages, or otherwise, that the Licensor may have against the Licensee.

Section 12. WAIVER OF BREACH.

The waiver by the Licensor of the breach of any condition, covenant or agreement herein contained to be kept, observed and performed by the Licensee shall in no way impair the right of the Licensor to avail itself of any remedy for any subsequent breach thereof.

Section 13. TERMINATION.

A. If the Licensee does not use the right herein granted or the Pipeline for one (1) year, or if the Licensee continues in default in the performance of any covenant or agreement herein contained for a period of thirty (30) days after written notice from the Licensor to the Licensee specifying such default, the Licensor may, at its option, forthwith immediately terminate this Agreement by written notice.

B. In addition to the provisions of subparagraph (a) above, this Agreement may be terminated by written notice given by either party hereto to the other on any date in such notice stated, not less, however, than thirty (30) days subsequent to the date upon which such notice shall be given.

C. Notice of default and notice of termination may be served personally upon the Licensee or by mailing to the last known address of the Licensee. Termination of this Agreement for any reason shall not affect any of the rights or obligations of the parties hereto which may have accrued, or liabilities, accrued or otherwise, which may have arisen prior thereto.

Section 14. AGREEMENT NOT TO BE ASSIGNED.

The Licensee shall not assign this Agreement, in whole or in part, or any rights herein granted, without the written consent of the Licensor, and it is agreed that any transfer or assignment or attempted transfer or assignment of this Agreement or any of the rights herein granted, whether voluntary, by operation of law, or otherwise, without such consent in writing, shall be absolutely void and, at the option of the Licensor, shall terminate this Agreement.

Section 15. SUCCESSORS AND ASSIGNS.

Subject to the provisions of Section 14 hereof, this Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, executors, administrators, successors and assigns.

EXHIBIT C

**Union Pacific Railroad
Insurance Requirements**

Licensee shall, at its sole cost and expense, (except for Railroad Protective Liability Insurance required in Paragraph D), procure and maintain in effect during the term of this Agreement the following insurance coverage. Licensee shall procure and maintain, or cause to be procured and maintained by its contractor, at its sole cost and expense, Railroad Protective Liability Insurance coverage described in Paragraph D during any period of construction, maintenance, repair or reconstruction work.

A. Commercial General Liability insurance. Commercial general liability (CGL) with a limit of not less than \$2,000,000 each occurrence and an aggregate limit of not less than \$4,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, which must be stated on the certificate of insurance:

- Contractual Liability Railroads ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.

B. Business Automobile Coverage insurance. Business auto coverage written on ISO form CA 00 01 (or a substitute form providing equivalent liability coverage) with a combined single limit of not less \$2,000,000 for each accident.

The policy must contain the following endorsements, which must be stated on the certificate of insurance:

- Coverage For Certain Operations In Connection With Railroads ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Property" as the Designated Job Site.
- Motor Carrier Act Endorsement - Hazardous materials clean up (MCS-90) if required by law.

C. Workers Compensation and Employers Liability insurance. Coverage must include but not be limited to:

- Licensee's and/or Licensee's contractor's statutory liability under the workers' compensation laws of the state where the Wireline is located.
- Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 disease policy limit \$500,000 each employee.

If Licensee, and/or Licensee's contractor, is self-insured, evidence of state approval and excess workers compensation coverage must be provided. Coverage must include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

The policy must contain the following endorsement, which must be stated on the certificate of insurance:

- Alternate Employer endorsement ISO form WC 00 03 01 A (or a substitute form providing

equivalent coverage) showing Railroad in the schedule as the alternate employer (or a substitute form providing equivalent coverage).

D. Railroad Protective Liability insurance. Railroad Protective Liability insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Licensor as named insured, with a limit of not less than \$2,000,000 per occurrence and an aggregate of \$6,000,000. A binder stating the policy is in place must be submitted to Licensor before the work may be commenced and until the original policy is forwarded to Licensor.

E. Umbrella or Excess insurance. If Licensee, and/or Licensee's contractor, utilizes umbrella or excess policies, these policies must "follow form" and afford no less coverage than the primary policy.

Other Requirements

F. All policy(ies) required above (except worker's compensation and employers liability) must include Licensor as "Additional Insured" using ISO Additional Insured Endorsements CG 20 26, and CA 20 48 (or substitute forms providing equivalent coverage). The coverage provided to Licensor as additional insured shall, to the extent provided under ISO Additional Insured Endorsement CG 20 26, and CA 20 48 provide coverage for Licensor's negligence whether sole or partial, active or passive, and shall not be limited by Licensee's liability under the indemnity provisions of this Agreement.

G. Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless the law governing this Agreement prohibits all punitive damages that might arise under this Agreement.

H. Licensee waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against Railroad and its agents, officers, directors and employees. This waiver must be stated on the certificate of insurance.

I. Prior to commencing any work, Licensee, and/or Licensee's contractor, shall furnish Licensor with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements in this Agreement.

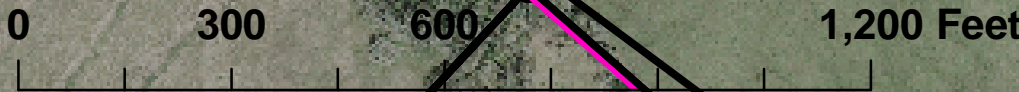
J. All insurance policies must be written by a reputable insurance company acceptable to Licensor or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state in which the Wireline is located.

K. The fact that insurance is obtained by Licensee, and/or Licensee's contractor, or by Licensor on behalf of Licensee, and/or Licensee's contractor, will not be deemed to release or diminish the liability of Licensee, including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Licensor from Licensee or any third party will not be limited by the amount of the required insurance coverage.



Ellington Ranch

Water Transmission Line UPRR Crossing and ROW Encroachment



**April 24, 2007
Consent Agenda
Change Order No. 1
For the Wellborn Road Utility Relocation Project**

To: Glenn Brown, City Manager

From: Mark Smith, Director of Public Works

Agenda Caption: Presentation, discussion, and possible action regarding Change Order No. 1 to Contract #06-217 with Elliott Construction in an amount not to exceed \$230,295.00 for the Wellborn Road Utility Relocation Project.

Recommendation(s): Staff recommends approval of the Change Order in an amount not to exceed \$230,295.00.

Summary: Item #1 on the Change Order is an anticipated change due to the fact that the construction contract for the Wellborn Road Utility Relocation Project was approved by Council at the 7/27/06 meeting and Bid Alternate A was not included. Bid Alternate A extends the relocated water line an additional 2,600 feet along the Union Pacific Railroad right-of-way south to the waterline crossing at Graham Road. Staff separated this portion of the waterline out of the contract such that construction could begin as soon as possible on the project without waiting on the Encroachment Agreement from Union Pacific. Approval of the Encroachment Agreement will allow this portion of the relocation project to move forward.


Approval of Line Item #1 in the amount of \$217,166.00 will award Bid Alternate A to Elliott Construction in the same amount as bid in June, 2006. The remaining line items in the Change Order are to cover unanticipated construction costs that have occurred in tying-in the relocated waterlines with the existing water system and in keeping residents and businesses from being without water and fire service during tie-in events.

Budget & Financial Summary: Funds for this project are budgeted and available from the Water Utility Fund. A percentage of this project is eligible for TxDOT reimbursement

Attachments:

1. Change Order No. 1
2. Bid Tab
3. Location Map

P.O.#061057	CHANGE ORDER NO. 1 CONTRACT # 06-217 PROJECT # WTWOC - WO# WF0613546	DATE: April 12, 2007 PROJECT DESCRIPTION: Wellborn Road Utility Relocation Project. Relocate water line for TxDOT roadway project.																												
OWNER: City of College Station P.O. Box 9960 College Station, Texas 77842																														
CONTRACTOR: Elliott Construction Ltd PO Box 510 Wellborn, TX 77881																														
Ph: 979-690-7071 Fax: 979-690-7152																														
PURPOSE OF THIS CHANGE ORDER: Item 1: Award of Bid Alternate A Other Items Existing sewer line encroached into bore pits, keep water on to businesses during tie-ins, replace cap on Air Relief w/ Flapper as requested by staff, work on existing 42-in valve during midnight tie-in																														
ITEM NO.	UNIT	DESCRIPTION	UNIT PRICE	ORIGINAL QUANTITY	REVISED QUANTITY	ADDED COST																								
1	Alternate A on Bid Tab	Construct water line along UPRC ROW to Graham Rd crossing		N/A		\$ 217,166.00																								
2	LS	Sewer conflict with road bore pits	\$4,911.00	N/A		\$ 4,911.00																								
3	LS	Water to Businesses at tie-ins	\$5,605.00	N/A		\$ 5,605.00																								
4	LS	Replace Cap w/ Flapper Valve	\$570.00	N/A		\$ 570.00																								
5	LS	42-in tie-in valve work	\$300.00	N/A		\$ 300.00																								
6	LS	Added Blow-offs for tie-ins	\$1,743.00	N/A		\$ 1,743.00																								
Total						\$ 230,295.00																								
THE NET AFFECT OF THIS CHANGE ORDER IS AN 8% Increase.																														
<table style="width:100%;"> <tr> <td style="width:50%;">ORIGINAL CONTRACT AMOUNT</td> <td style="width:10%; text-align: right;">\$ 2,824,678.32</td> <td style="width:40%;"></td> </tr> <tr> <td>Change Order No. 1</td> <td style="text-align: right;">\$ 230,295.00</td> <td>8 % of Original Contract Amount</td> </tr> <tr> <td>REVISED CONTRACT AMOUNT</td> <td style="text-align: right;">\$ 3,054,973.32</td> <td></td> </tr> </table> <table style="width:100%;"> <tr> <td style="width:50%;">ORIGINAL CONTRACT TIME</td> <td style="width:10%; text-align: right;">203</td> <td style="width:40%;">Days</td> </tr> <tr> <td>Change Order No. 1 Time Extension or Reduction</td> <td style="text-align: right;">60</td> <td>Days</td> </tr> <tr> <td>REVISED CONTRACT TIME</td> <td style="text-align: right;">263</td> <td>Days</td> </tr> </table> <table style="width:100%;"> <tr> <td style="width:50%;">ORIGINAL SUBSTANTIAL COMPLETION DATE</td> <td style="width:50%;">NTP issued 9/19/06</td> </tr> <tr> <td>REVISED SUBSTANTIAL COMPLETION DATE</td> <td>Additional 60 days</td> </tr> </table>							ORIGINAL CONTRACT AMOUNT	\$ 2,824,678.32		Change Order No. 1	\$ 230,295.00	8 % of Original Contract Amount	REVISED CONTRACT AMOUNT	\$ 3,054,973.32		ORIGINAL CONTRACT TIME	203	Days	Change Order No. 1 Time Extension or Reduction	60	Days	REVISED CONTRACT TIME	263	Days	ORIGINAL SUBSTANTIAL COMPLETION DATE	NTP issued 9/19/06	REVISED SUBSTANTIAL COMPLETION DATE	Additional 60 days		
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<div><div><div><div>Wellborn Road Utility Relocation Project</div><div>BID TABULATION 06-087</div><div>Project WTWOC WO # WF0613546</div></div></div></div>											
				Elliott Construction Bid Amt						Elliott Construction Bid Amt	
Item No.	Quantity	Unit	Description of Item With Units in Words	Unit Cost	Total Price	Item	Quantity	Unit	Description of Item With Units in Words	Unit Cost	Total Price
BASE BID GENERAL ITEMS						BASE BID WATER LINE ITEMS (cont.)					
1.	1	LS	Mobilization	\$200,000.00	\$200,000.00	47.	2	EA	16" Butterfly Valve	\$1,736.00	\$3,472.00
2.	1	LS	Handling Barricades, Signs, & Traffic	\$10,000.00	\$10,000.00	48.	2	EA	16"X45" Degree Bend	\$580.00	\$1,160.00
3.	1	LS	Erosion & Sedimentation Control,	\$5,000.00	\$5,000.00	49.	1	EA	16"X22.5" Degree Bend	\$582.00	\$582.00
4.	3,300	SF	Seeding	\$0.05	\$1,650.00	50.	7	EA	12" Gate Valve	\$1,250.00	\$8,750.00
5.	12,000	SF	Sodding	\$0.40	\$4,800.00	51.	1	EA	12"X8" Tee	\$425.00	\$425.00
6.	6,439	LF	Pavement Repair	\$29.50	\$189,947.26	52.	2	EA	12"X6" Tee	\$400.00	\$800.00
7.	6,559	LF	Structural Backfill,	\$33.50	\$219,722.82	53.	3	EA	12"X8" Reducer	\$245.00	\$735.00
8.	573	LF	Pavement Removal	\$7.50	\$4,299.00	54.	5	EA	12"X45" Degree Bend	\$370.00	\$1,850.00
9.	10,686	LF	Trench Safety	\$1.00	\$10,686.00	55.	5	EA	12"X22.5" Degree Bend	\$370.00	\$1,850.00
10.	500	LF	Crushed Rock Embedment	\$10.00	\$5,000.00	56.	2	EA	12"X11.5" Degree Bend	\$370.00	\$740.00
				SUBTOTAL	\$651,105.08	57.	6	EA	8" Gate Valve	\$680.00	\$4,080.00
BASE BID WATER LINE ITEMS						58.	1	EA	8"X90" Degree Bend	\$210.00	\$210.00
11.	3575	LF	36" DIP Water Line	\$139.00	\$496,925.00	59.	1	EA	8"X45" Degree Bend	\$225.00	\$225.00
12.	3041	LF	30" DIP Water Line	\$116.00	\$352,756.00	60.	2	EA	8"X3" Tee	\$250.00	\$500.00
13.	1406	LF	24" DIP Water Line	\$94.00	\$132,164.00	61.	2	EA	3" Gate Valve	\$365.00	\$730.00
14.	285	LF	16" DIP Water Line	\$73.00	\$20,805.00	62.	3	EA	6" Gate Valve	\$500.00	\$1,500.00
15.	943	LF	12" DIP Water Line	\$47.50	\$44,792.50	63.	1	EA	2" Water Service (8 Meters)	\$1,275.00	\$1,275.00
16.	2595	LF	12" PVC Water Line	\$33.25	\$86,283.75	64.	2	EA	2" Water Service (6 Meters)	\$1,275.00	\$2,550.00
17.	252	LF	8"DIP Water Line	\$41.00	\$10,332.00	65.	505	LF	3" PVC Water Service	\$18.00	\$9,090.00
18.	332	LF	8" PVC Water Line	\$28.50	\$9,462.00	66.	5	EA	1.5" Water Service (1 Meter)	\$710.00	\$3,550.00
19.	68	LF	6" PVC Water Line	\$18.00	\$1,224.00	67.	1	EA	Manual 8" Blow Off	\$6,175.00	\$6,175.00
20.	60	LF	Bore, 48" Steel Casing by Dry Mech.	\$735.00	\$44,100.00	68.	8	EA	Fire Hydrant, Type 1	\$2,510.00	\$20,080.00
21.	303	LF	Bore, 42" Steel Casing by Dry Mech.	\$558.00	\$169,074.00	69.	6	EA	Fire Hydrant, Blow Off	\$3,000.00	\$18,000.00
22.	41	LF	42" Steel Casing by Open Cut	\$394.00	\$16,154.00	70.	1	EA	Tap Exist. 42" RCCP Water Line	\$26,846.00	\$26,846.00
23.	189	LF	Bore, 36" Steel Casing by Dry Mech.	\$460.00	\$86,940.00	71.	1	EA	Connect to Exist. 42" Water Line	\$15,400.00	\$15,400.00
24.	39	LF	36" Steel Casing by Open Cut	\$342.00	\$13,338.00	72.	1	EA	Connect to Exist. 30" Water Line	\$8,825.00	\$8,825.00
25.	193	LF	Bore, 30" Steel Casing by Dry Mech.	\$376.00	\$72,568.00	73.	1	EA	Connect to Exist. 24" Water Line	\$16,300.00	\$16,300.00
26.	51	LF	30" Steel Casing by Open Cut	\$230.00	\$11,730.00	74.	1	EA	Connect to Exist. 16" Water Line	\$2,000.00	\$2,000.00
27.	753	LF	24" Steel Casing by Dry Mech. Bore	\$308.00	\$231,924.00	75.	1	EA	Connect to Exist. 12" Water Line	\$1,700.00	\$1,700.00

Item No.	Quantity	Unit	Description of Item With Units in Words	Unit Cost	Total Price	Item	Quantity	Unit	Description of Item With Units in Words	Unit Cost	Total Price
28.	182	LF	24" Steel Casing by Open Cut	\$184.00	\$33,488.00	76.	4	EA	Connect to Exist. 8" Water Line	\$1,000.00	\$4,000.00
29.	1	EA	42"X36" Reducer	\$4,650.00	\$4,650.00	77.	1	EA	Connect to Exist. 6" Water Line	\$1,000.00	\$1,000.00
30.	5	EA	36" Butterfly Valve	\$8,285.00	\$41,425.00	78.	1	LF	6" X 22.5 Degree Bend	\$165.00	\$165.00
31.	1	EA	36"X16" Tee	\$5,010.00	\$5,010.00	79.	1	EA	Air Release Valve	\$8,800.00	\$8,800.00
32.	1	EA	36"X12" Tee	\$4,435.00	\$4,435.00	80.	300	LF	Reroute Existing Private Service Line (3" diam)	\$29.00	\$8,700.00
33.	2	EA	36"X8" Tee	\$4,370.00	\$8,740.00	81.	1	EA	As-Built Survey	\$10,500.00	\$10,500.00
34.	1	EA	36"X30" Reducer	\$2,880.00	\$2,880.00	82.	1	EA	24" DIP Water Line (Alt. A)	\$3,500.00	\$3,500.00
35.	2	EA	36"X45" Degree Bend	\$4,344.00	\$8,688.00					SUBTOTAL	\$2,173,573.25
36.	4	EA	30" Butterfly Valve	\$6,770.00	\$27,080.00					BASE BID	TOTAL
37.	2	EA	30"X30" Tee	\$4,360.00	\$8,720.00	BID ALTERNATE A ITEMS					
38.	2	EA	30"X12" Tee	\$3,020.00	\$6,040.00						
39.	2	EA	30"X24" Reducer	\$1,530.00	\$1,530.00	83.	2618	LF	24" DIP Water Line (Alt. A),	\$72.00	\$188,496.00
40.	1	EA	30"X12" Reducer	\$1,965.00	\$1,965.00	84.	3	LF	24" Butterfly Valve (Alt. A),	\$3,210.00	\$9,630.00
41.	1	EA	30"X45" Degree Bend	\$3,380.00	\$6,760.00	85.	1	LF	24" X 12" Tee (Alt. A),	\$1,810.00	\$1,810.00
42.	1	EA	30"X45" Degree Bend	\$3,380.00	\$6,760.00	86.	3	LF	24" X 6" Tee (Alt. A),	\$1,615.00	\$4,845.00
43.	2	EA	34" Butterfly Valve	\$3,210.00	\$9,630.00	87.	1	LF	24" Cap (Alt. A),	\$825.00	\$825.00
44.	3	EA	24"X24" Tee	\$2,260.00	\$2,260.00	88.	1	LF	12" Gate Valve (Alt. A),	\$1,250.00	\$1,250.00
45.	1	EA	24"X22.5" Degree Bend	\$1,440.00	\$1,440.00	89.	1	LF	Manual 6" Blow Off (Alt. A),	\$1,510.00	\$1,510.00
46.	1	EA	24"X11.25" Degree Bend	\$1,370.00	\$1,370.00	90.	1	LF	Air Release Valve (Alt. A),	\$8,800.00	\$8,800.00
46.	1	EA	24" Cap	\$825.00	\$825.00					SUBTOTAL	\$217,166.00
BID SUMMARY											
									TOTALS		
									TOTAL GENERAL ITEMS		\$651,105.08
									TOTAL WATER LINE ITEMS		\$2,173,573.25
									TOTAL BASE BID		\$2,824,678.33
									TOTAL BID ALTERNATE A ITEMS		\$217,166.00
									TOTAL BID INCLUDING ALTERNATE		\$3,041,844.33



Wellborn Road Utility Relocation
Change Order #1

April 26, 2007
Consent Agenda Item #
Tauber and Stasney Streets Rehabilitation Project
Needs Resolution

To: Glenn Brown, City Manager

From: Mark Smith, Director of Public Works

Agenda Caption: Presentation, possible action, and discussion to approve a Needs Resolution for Easements related the Tauber and Stasney Streets Rehabilitation Project. The easements are along the east and west borders of Tauber Street between University Drive and Cherry Street.

Recommendation(s): Staff recommends approval of the Needs Resolution for Public Access Easements.

Summary: This item is for the approval of a Needs Resolution for Public Access Easements and Temporary Construction Easements in order to construct sidewalks in accordance with City Design Standards, to improve pedestrian safety, and improve pedestrian mobility in the Northgate area as part of the Tauber and Stasney Streets Rehabilitation Project. A second Needs Resolution for the Stasney Street portion of the project will follow at a later date.

Budget & Financial Summary: *The funding for this project is from Community Development Block Grant funds. The budget for the College Main Sidewalks is \$2,492,110.00. The cost of purchasing the easements is unknown at this time.*

Attachments:

1. Needs Resolution
2. Exhibit A
3. Location Map of the Tauber and Stasney Streets Rehabilitation Project.

RESOLUTION DETERMINING NEED

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, RELATING TO: (1) THE AUTHORITY OF THE CITY TO INITIATE, COMPLETE, AND ACQUIRE, BY PURCHASE OR CONDEMNATION, RIGHT-OF-WAY AND EASEMENT INTEREST IN CERTAIN PROPERTY FOR THE TAUBER AND STASNEY STREET REHABILITATION PROJECT; (2) A DECLARATION THAT PUBLIC NECESSITY EXISTS FOR THE CITY TO ACQUIRE SUCH INTEREST, THROUGH PURCHASE OR CONDEMNATION; AND (3) ESTABLISHING PROCEDURES FOR THE ACQUISITION OF SUCH INTEREST IN THE PROPERTY.

WHEREAS, the City of College Station, Texas ("City") is a home rule municipality duly incorporated and chartered under the Constitution and laws of Texas; and

WHEREAS, the City owns, operates, constructs, repairs and maintains a city roadway system as a public service; and

WHEREAS, the City's ownership, operation, construction, repair, and maintenance of the city roadway system is a benefit to the public; and

WHEREAS, the City, through a condemnation proceeding, may exercise the power of eminent domain to acquire property in order to carry out the ownership, operation, construction, repair, and maintenance of its street system pursuant to Chapter 251 of the Texas Local Government Code, Chapter 21 of the Texas Property Code, and Article II of the City's Charter; and

WHEREAS, the City is engaged in the following project regarding improvements to Tauber Street between University Drive and Cherry Street, including installation of public utilities, public access, and landscaping, (the "Project"); and

WHEREAS, the City determines that the best interests and needs of the public, including the health, safety and welfare of the public, require that the City improve Tauber Street between University Drive and Cherry Street, through the City's acquisition, by purchase or condemnation proceeding, of easements as provided in Exhibits 1-8 in Exhibit A, attached hereto and incorporated herein by reference for all purposes (the "Easements"); now, therefore;

BE IT RESOLVED by the City Council of the City of College Station, Texas:

PART 1: That the City Council of the City of College Station, Texas, hereby officially determines that there is a public necessity for the Easements, and

the public welfare and convenience will be served by the acquisition of the Easements.

- PART 2: That the City Manager is hereby authorized to contract, on behalf of the City of College Station, with a professional appraiser for the appraisal services, with a professional real estate agent to act as a Land Agent for the City and with attorneys for preparation of title opinions needed by the City from time to time in connection with acquisition of the Easements.
- PART 3: That the City's Land Agent or other staff appraiser is hereby authorized and directed to examine the independent appraisal reports as they are submitted to the City to determine whether said appraisal reports are supported by sufficient data. Based upon such examination of said appraisal reports, the Land Agent or other staff appraiser shall make a recommendation to the City Manager as to the establishment and approval of the amount of the just compensation for the Easements.
- PART 4: After consideration of said recommendation, the City Manager shall establish and approve the amount determined for acquisition of the Easements.
- PART 5: Upon establishment and approval by the City Manager of the amount of just compensation for the acquisition of the Easements, the City's Land Agent or other staff appraiser is authorized to communicate a written offer to the property owners for the acquisition of such interest at the full amount determined and established to be just compensation therefore and to negotiate with said owners on behalf of the City.
- PART 6: That the Mayor after approval by City Council, or the City Manager as delegated, is hereby authorized to execute all documents necessary to acquire said Easements for the Project, on behalf of the City of College Station.
- PART 7: That, if necessary, and should a property owner fail to accept a bona fide, good faith offer from the City to purchase the required Easements, City representatives shall have the authority to initiate and complete condemnation proceedings against said owner, in order to acquire through condemnation all required property interests and title regarding such property.
- PART 8: That the City Manager be and is hereby authorized to sell any such surplus improvements, or order the demolition thereof, if any, located on the real property acquired in connection with this Project.
- PART 9: That this resolution shall take effect immediately from and after its passage.

ADOPTED this _____ day of _____, A.D. 200__.

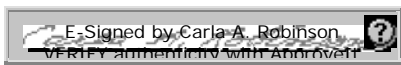
ATTEST:

APPROVED:

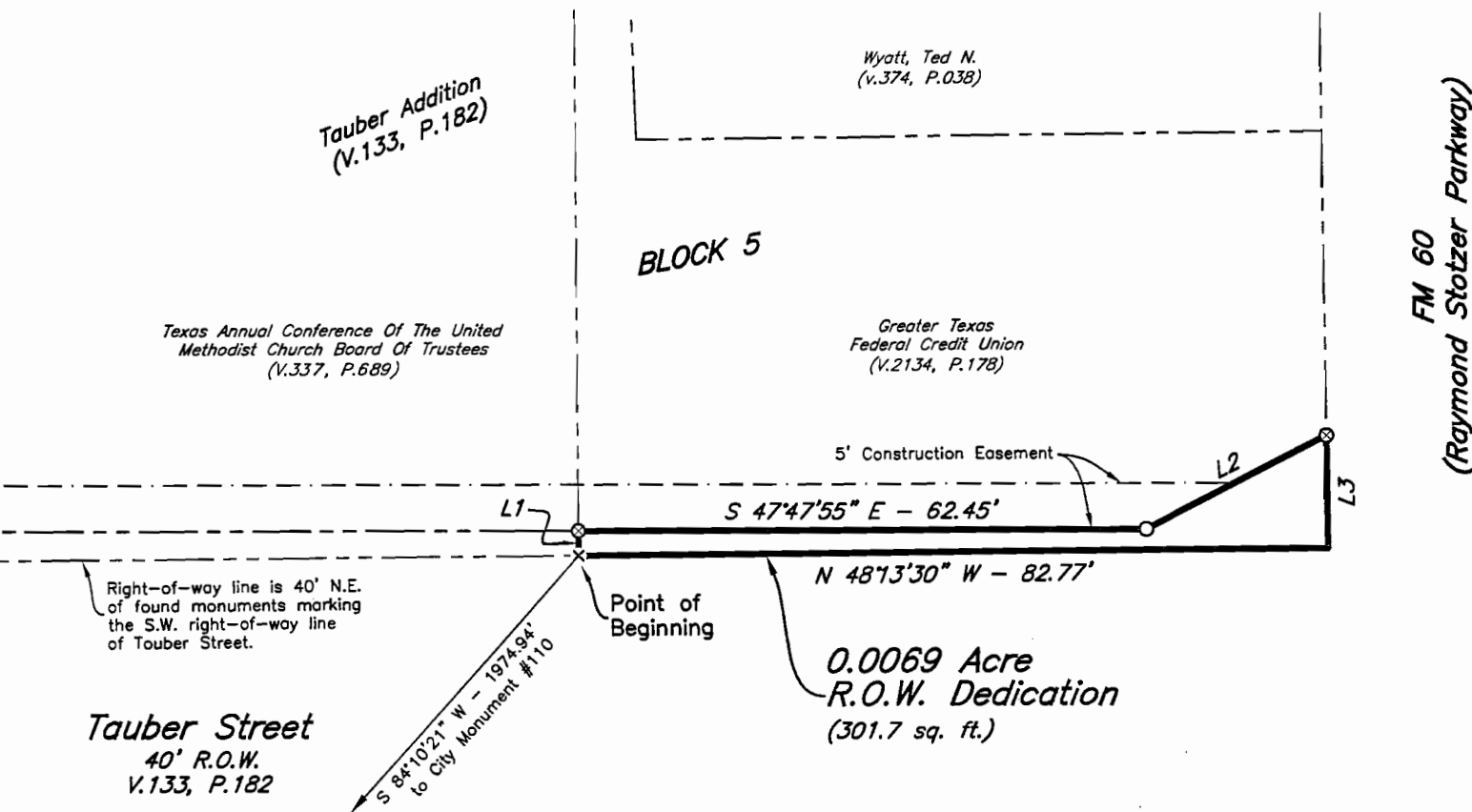
CONNIE HOOKS, City Secretary

RON SILVIA, Mayor

APPROVED:



City Attorney



Scale: 1" = 20'

LINE TABLE

LINE	BEARING	DISTANCE
L1	N 41°49'05" E	2.71'
L2	S 74°25'46" E	22.56'
L3	S 41°25'18" W	12.21'

LEGEND

- ⊙ - 1/2" Iron Rod Found
- - 1/2" Iron Rod Set
- ✕ - Chiseled X mark fnd. in Conc. Pmnt.
- ⊗ - Chiseled X mark set in Conc. Pmnt.

Tauber Sidewalk Improvements
PUBLIC R.O.W. DEDICATION EXHIBIT
GREATER TEXAS FEDERAL CREDIT UNION PROPERTIES
COLLEGE STATION, BRAZOS COUNTY, TEXAS

Page 1 of 2

FIELD NOTES
VARIABLE WIDTH PUBLIC RIGHT-OF-WAY DEDICATION
OUT OF
THE LEON J. TAUBER TRACT AND THE BANK TRACT IN BLOCK 5
TAUBER ADDITION
0.0069 ACRES

Being all that certain tract or parcel of land lying and being situated in the JOSEPH E. SCOTT SURVEY, Abstract No. 50 in College Station, Brazos County, Texas and being a portion of the Leon J. Tauber Tract and the Bank Tract in Block 5 of the TAUBER ADDITION as recorded in Volume 133, Page 182 of the Brazos County Deed Records (B.C.D.R.) and being a portion of the same land called 0.086 acres, conveyed to Greater Texas Federal Credit Union by deed recorded in Volume 2134, Page 178 (O.R.B.C.) and being more particularly described by metes and bounds as follows:

BEGINNING: at a found chiseled X mark at the west corner of the called 0.086 acre Greater Texas Federal Credit Union tract, said X mark also being in the northeast right-of-way line of Tauber Street (based on a 40' width), from whence the City of College Station Horizontal Control Monument No. 110 bears S 84° 10' 21" W at a distance of 1974.94 for reference;

THENCE: N 41° 49' 05" E along the northwest line of the called 0.086 acre Greater Texas Federal Credit Union tract for a distance of 2.71 feet to a chiseled X mark set in concrete pavement;

THENCE: into the interior of the called 0.086 acre tract for the following two (2) calls:


- 1) S 47° 47' 55" E for a distance of 62.45 feet to a 1/2-inch iron rod set for corner;
- 2) S 74° 25' 46" E for a distance of 22.56 feet to a chiseled X mark set in concrete pavement for corner, said X mark being in the northwest margin of FM 60 (commonly known as Raymond Stotzer Parkway);

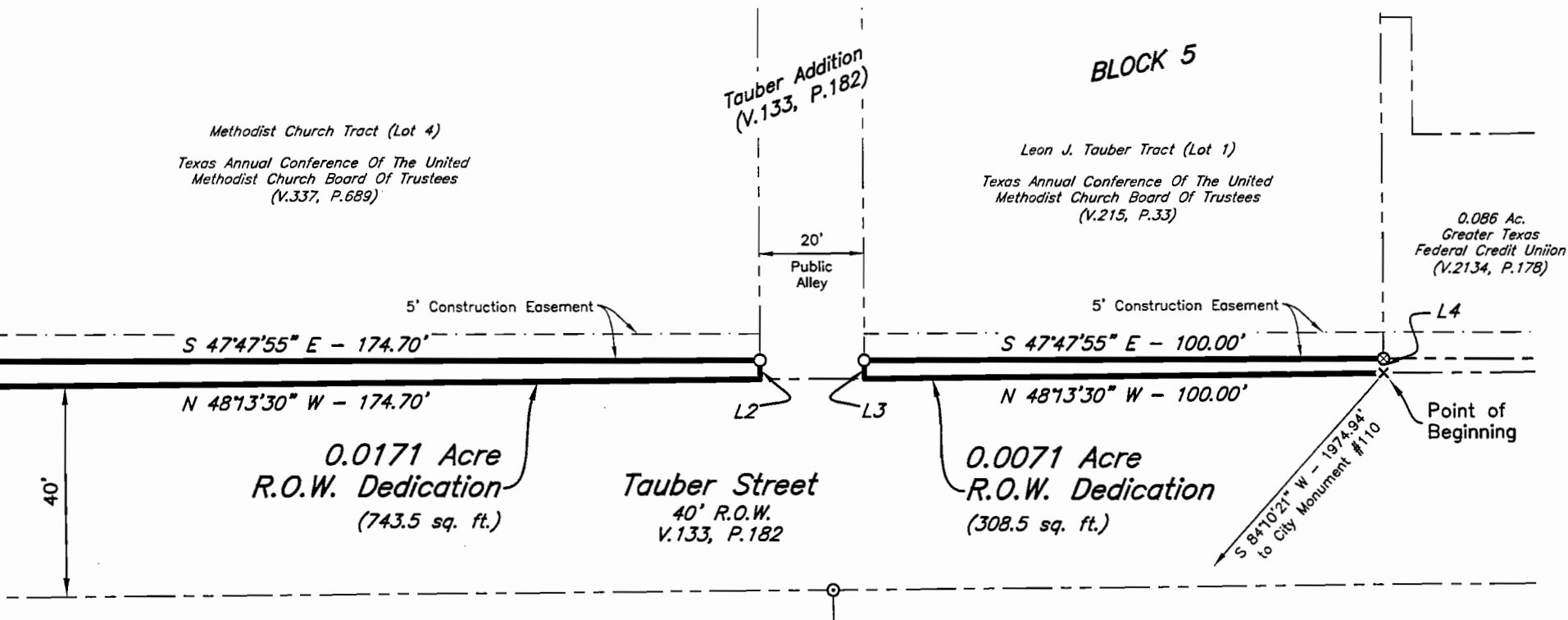
THENCE: S 41° 25' 18" W along the said northwest margin for a distance of 12.21 feet to the intersection of the said northeast line of Tauber Street;

THENCE: N 48° 13' 30" W along the said northeast line of Tauber Street for a distance of 82.77 feet to the POINT OF BEGINNING and containing 0.0069 acres (301.7 sq. ft.) of land, more or less.

I, Kevin R. McClure, Registered Professional Land Surveyor No. 5650, State of Texas, do hereby certify that this survey substantially complies with the current Texas Society of Professional Surveyors Standards and Specifications for a Category 1B, Condition 2 Survey.

Kevin R. McClure 4/9/07
Kevin R. McClure, P.L.S. #5650





LINE TABLE

LINE	BEARING	DISTANCE
L1	N 41°49'05" E	4.91'
L2	S 41°49'05" W	3.61'
L3	N 41°49'05" E	3.46'
L4	S 42°34'06" W	2.71'

LEGEND

- ⊙ - 5/8" Iron Rod Found
- - 1/2" Iron Rod Set
- X - X mark fnd. in concrete
- ⊗ - X mark set in concrete

Tauber Sidewalk Improvements
ROW DEDICATION
J.E. SCOTT AND TEXAS ANNUAL CONFERENCE
OF THE UNITED PROPERTIES
COLLEGE STATION, BRAZOS COUNTY, TEXAS

Page 1 of 3

Texas Coordinate System, NAD-83,
position of City of College Station
established in 1994.

FIELD NOTES
VARIABLE WIDTH PUBLIC RIGHT-OF-WAY DEDICATION
OUT OF
BLOCK 5
TAUBER ADDITION
0.0171 ACRES

Being all that certain tract or parcel of land lying and being situated in the JOSEPH E. SCOTT SURVEY, Abstract No. 50 in College Station, Brazos County, Texas and being a portion of the Methodist Church tract indicated in Block 5 of the TAUBER ADDITION as recorded in Volume 133, Page 182 of the Brazos County Deed Records (B.C.D.R.), said Lot also being the same land conveyed to Texas Annual Conference of the United Methodist Church Board of Trustees by deed recorded in Volume 337, Page 689 (B.C.D.R.) and being more particularly described by metes and bounds as follows:

BEGINNING: at the intersection of the southeast right-of-way line of Church Street (based on a 50' width) and the northeast right-of-way line of Tauber Street (based on a 40' width), said intersection also marking the west corner of the said Methodist Church tract in Block 5 TAUBER ADDITION, from whence the City of College Station Horizontal Control Monument No. 110 bears S 77° 11' 14" W at a distance of 1789.51 feet for reference;

THENCE: N 41° 49' 05" E along the said southeast right-of-way line of Church Street for a distance of 4.91 feet to a 1/2-inch iron rod set for corner;

THENCE: S 47° 47' 55" E for a distance of 174.70 feet to a 1/2-inch iron rod set for corner in the southeast line of said Methodist Church tract, said iron rod also being in the northwest line of a public alley (based on a 20' width);

THENCE: S 41° 49' 05" W along the said common line for a distance of 3.61 feet to the west corner of said public alley, said corner also being in the before said northeast right-of-way line of Tauber Street;

THENCE: N 48° 13' 30" W along the said northeast right-of-way line of Tauber Street for a distance of 174.70 feet to the POINT OF BEGINNING and containing 0.0171 acres (743.5 sq. ft.) of land, more or less.

I, Kevin R. McClure, Registered Professional Land Surveyor No. 5650, State of Texas, do hereby certify that this survey substantially complies with the current Texas Society of Professional Surveyors Standards and Specifications for a Category 1B, Condition 2 Survey.


Kevin R. McClure, R.P.L.S. #5650



FIELD NOTES
VARIABLE WIDTH PUBLIC RIGHT-OF-WAY DEDICATION
OUT OF
BLOCK 5
TAUBER ADDITION
0.0071 ACRES

Being all that certain tract or parcel of land lying and being situated in the JOSEPH E. SCOTT SURVEY, Abstract No. 50 in College Station, Brazos County, Texas and being a portion of the Leon J. Tauber tract indicated in Block 5 of the TAUBER ADDITION as recorded in Volume 133, Page 182 of the Brazos County Deed Records (B.C.D.R.), said tract also being the same land conveyed to Texas Annual Conference of the United Methodist Church Board of Trustees by deed recorded in Volume 215, Page 33 (B.C.D.R..) and being more particularly described by metes and bounds as follows:

BEGINNING: at a found chiseled X mark at the west corner of a called 0.086 acre Greater Texas Federal Credit Union tract as recorded in Volume 2134, Page 178 (O.R.B.C.), said chiseled X mark also being in the northeast right-of-way line of Tauber Street (based on a 40' width), from whence the City of College Station Horizontal Control Monument No. 110 bears S 84° 10' 21" W at a distance of 1974.94 for reference;

THENCE: N 48° 13' 30" W along the said northeast line of Tauber Street for a distance of 100.00 feet to the intersection of the southeast right-of-way line of a 20' wide alley in said Block 5 for corner;

THENCE: N 41° 49' 05" E along the southeast line of said alley for a distance of 3.46 feet to a 1/2-inch iron rod set for corner;

THENCE: S 47° 47' 55" E into the interior of said Leon J. Tauber tract in Block 5 for a distance of 100.00 feet to a chiseled X mark set for corner in the northwest line of the said 0.086 acre Greater Texas Federal Credit Union tract;

THENCE: S 42° 34' 06" W along the said northwest line for a distance of 2.71 feet to the POINT OF BEGINNING and containing 0.0071 acres (308.5 sq. ft.) of land, more or less.

I, Kevin R. McClure, Registered Professional Land Surveyor No. 5650, State of Texas, do hereby certify that this survey substantially complies with the current Texas Society of Professional Surveyors Standards and Specifications for a Category 1B, Condition 2 Survey.

Kevin R. McClure 4/9/02
Kevin R. McClure, R.P.L.S. #5650



Tauber Street
40' R.O.W.
V.133, P.182

**0.0125 Acre
R.O.W. Dedication
(544.7 sq. ft.)**

N 48°47'55" W - 344.11' to
a fnd. 5/8" I.R. marking the
N. corner of Lot 11, Block 2

10' Construction Easement

Point of
Beginning

A & M Methodist Church
(V.258, P.47)

Boyet's Subdivision
(V.38, P.614)

10

S 87°20'18" W - 1981.30'
to City Monument #110

FM 60
(Raymond Stotzer Parkway)

BLOCK 2

LEGEND

- ⊙ - P/K Nail set in Asphalt
- - 1/2" Iron Rod Set

LINE TABLE

LINE	BEARING	DISTANCE
L1	S 41°45'32" W	31.32'
L2	N 06°14'19" W	46.81'
L3	S 48°13'30" E	34.79'

Scale: 1" = 20'

Tauber Sidewalk Improvements
PUBLIC ROW DEDICATION EXHIBIT
A&M METHODIST CHURCH PROPERTIES
COLLEGE STATION, BRAZOS COUNTY, TEXAS

Page 1 of 2

FIELD NOTES
VARIABLE WIDTH PUBLIC RIGHT-OF-WAY DEDICATION
LOT 10, BLOCK 2
BOYETT'S SUBDIVISION
0.0125 ACRES

Being all that certain tract or parcel of land lying and being situated in the JOSEPH E. SCOTT SURVEY, Abstract No. 50 in College Station, Brazos County, Texas and being a part of Lot 10, Block 2 of the BOYETT'S SUBDIVISION as recorded in Volume 38, Page 614 of the Brazos County Deed Records (B.C.D.R.), said property also being the same land conveyed to A&M Methodist Church recorded in Volume 258, Page 47 (B.C.D.R.) and being more particularly described by metes and bounds as follows:

BEGINNING: at a 5/8-inch iron rod found marking the east corner of Lot 10, Block 2 of said BOYETT'S SUBDIVISION, said iron rod also marking the intersection of the southwest right-of-way line of Tauber Street (based on a 40' width) and the northwest right-of-way line of FM 60 (commonly know as Raymond Stotzer Parkway);

THENCE: S 41° 45' 32" W along the northwest right-of-way line of said FM 60 for a distance of 31.32 feet to a 1/2-inch iron rod set for corner, from whence the City of College Station Horizontal Control Monument No. 110 bears S 87° 20' 18" W at a distance of 1981.30 feet for reference;

THENCE: N 06° 14' 19" W through said Lot 10, Block 2 for a distance of 46.81 feet to a 1/2-inch iron rod set for corner in the before said southwest right-of-way line of Tauber Street, from whence a found 5/8-inch iron rod marking the north corner of Lot 11, Block 2 of said BOYETT'S SUBDIVISION bears N 48° 47' 55" W at a distance of 344.11 feet for reference;

THENCE: S 48° 13' 30" E for a distance of 34.79 feet to the POINT OF BEGINNING and containing 0.0125 acres (544.7 sq. ft.) of land, more or less.

I, Kevin R. McClure, Registered Professional Land Surveyor No. 5650, State of Texas, do hereby certify that this survey substantially complies with the current Texas Society of Professional Surveyors Standards and Specifications for a Category 1B, Condition 2 Survey.

Kevin R. McClure 4/9/07
Kevin R. McClure, R.P.L.S. #5650



Cross Street
50' R.O.W.
V.133, P.182

0.27 Acre
dedication
(18.4 sq. ft.)

S 63°59'32" W - 1570.79'
to City Monument #110

Tauber Addition
(V.133, P.182)

Aggie Inns II, Ltd
(V.2983, P.101)

BLOCK 1

6

5

10' Construction Easement

S 47°47'55" E - 387.19' to
a fnd. 5/8" I.R. marking the
south corner of Lot 1, Block 1

Point of
Beginning

Tauber Street
60' R.O.W.
V. 133, P. 182

LINE TABLE

LINE	BEARING	DISTANCE
L1	N 47°47'55" W	15.81'
L2	N 41°49'05" E	14.98'
L3	S 04°31'02" E	21.85'

LEGEND

- ⊙ - 5/8" Iron Rod Found
- - 1/2" Iron Rod Set

Texas Coordinate System, NAD-83,
position of City of College Station
established in 1994.

Tauber Sidewalk Improvements
PUBLIC R.O.W. DEDICATION EXHIBIT
AGGIE INNS II, LTD. PROPERTIES
COLLEGE STATION, BRAZOS COUNTY, TEXAS

Page 1 of 2

FIELD NOTES
VARIABLE WIDTH PUBLIC RIGHT-OF-WAY DEDICATION
OUT OF
LOT 6, BLOCK 1
TAUBER ADDITION
0.0027 ACRES

Being all that certain tract or parcel of land lying and being situated in the JOSEPH E. SCOTT SURVEY, Abstract No. 50 in College Station, Brazos County, Texas and being a part of Lot 6, Block 1 of the TAUBER ADDITION as recorded in Volume 133, Page 182 of the Brazos County Deed Records (B.C.D.R.), said Lot 6 also being the same land conveyed to Aggie Inns II, Ltd. recorded in Volume 2983, Page 101 of the Official Records of Brazos County, Texas (O.R.B.C.) and being more particularly described by metes and bounds as follows:

BEGINNING: at a 5/8-inch iron rod found marking the south corner of Lot 6, Block 1 of said TAUBER ADDITION and said iron rod also marking the intersection of the southeast right-of-way line of Cross Street (based on a 50' width) and the northeast right-of-way line of Tauber Street (based on a 60' width), from whence the City of College Station Horizontal Control Monument No. 110 bears S 63° 59' 32" W at a distance of 1570.79 feet for reference;

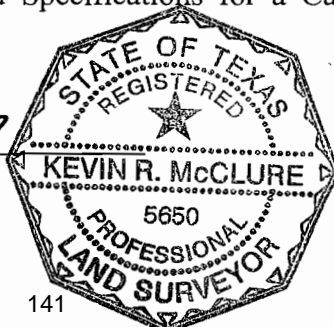
THENCE: N 41° 49' 05" E along the southeast right-of-way line of said Cross Street for a distance of 14.98 feet to a 1/2-inch iron set for corner;

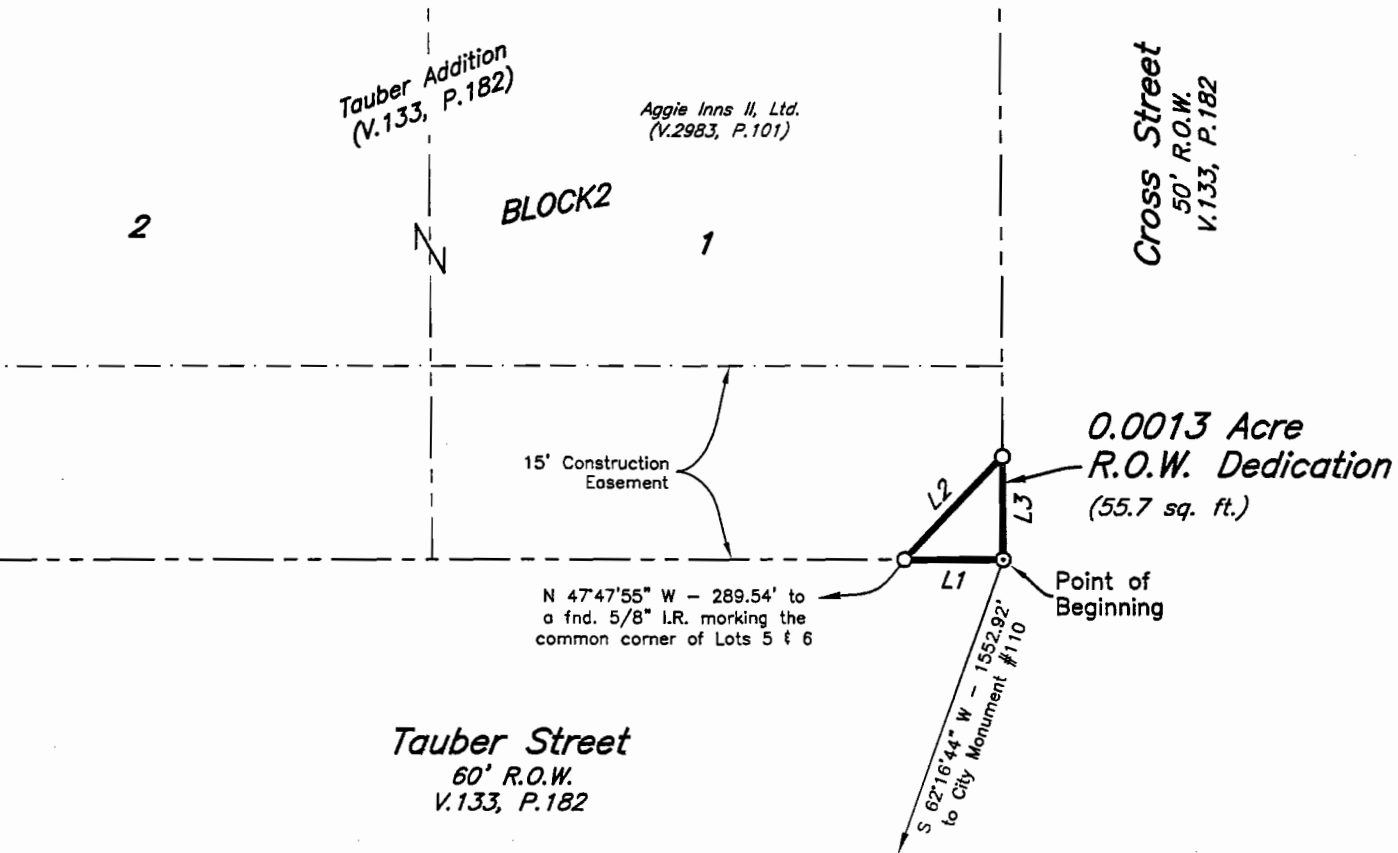
THENCE: S 04° 31' 02" E through said Lot 6 for a distance of 21.85 feet to a 1/2-inch iron rod set for corner in the said northeast right-of-way line of Tauber Street, from whence a found 5/8-inch iron rod marking the south corner of Lot 1, Block 1 of said TAUBER ADDITION bears S 47° 47' 55" E at a distance of 387.19 feet for reference;

THENCE: N 47° 47' 55" W along said northeast right-of-way line of Tauber Street for a distance of 15.81 feet to the POINT OF BEGINNING and containing 0.0027 acres (118.4 sq. ft.) of land, more or less.

I, Kevin R. McClure, Registered Professional Land Surveyor No. 5650, State of Texas, do hereby certify that this survey substantially complies with the current Texas Society of Professional Surveyors Standards and Specifications for a Category 1B, Condition 2 Survey.

Kevin R. McClure 4/4/07
Kevin R. McClure, R.P.L.S. #5650





LINE TABLE

LINE	BEARING	DISTANCE
L1	N 47°47'55" W	10.46'
L2	N 86°30'30" E	14.88'
L3	S 41°49'05" W	10.65'

LEGEND

- ⊙ - 5/8" Iron Rod Found
- - 1/2" Iron Rod Set

Texas Coordinate System, NAD-83,
position of City of College Station
established in 1994.

Tauber Sidewalk Improvements
PUBLIC ACCESS EASEMENT EXHIBIT
AGGIE INNS II, LTD. PROPERTIES
COLLEGE STATION, BRAZOS COUNTY, TEXAS

FIELD NOTES
VARIABLE WIDTH PUBLIC RIGHT-OF-WAY DEDICATION
OUT OF
LOT 1, BLOCK 2
TAUBER ADDITION
0.0013 ACRES

Being all that certain tract or parcel of land lying and being situated in the JOSEPH E. SCOTT SURVEY, Abstract No. 50 in College Station, Brazos County, Texas and being a part of Lot 1, Block 2 of the TAUBER ADDITION as recorded in Volume 133, Page 182 of the Brazos County Deed Records (B.C.D.R.), said Lot 1 also being the same land conveyed to Aggie Inns II, Ltd. recorded in Volume 2983, Page 101 of the Official Records of Brazos County, Texas (O.R.B.C.) and being more particularly described by metes and bounds as follows:

BEGINNING: at a 5/8-inch iron rod found marking the south corner of Lot 1, Block 2 of said TAUBER ADDITION and said iron rod also marking the intersection of the northwest right-of-way line of Cross Street (based on a 50' width) and the northeast right-of-way line of Tauber Street (based on a 60' width), from whence the City of College Station Horizontal Control Monument No. 110 bears S 62° 16' 44" W at a distance of 1552.92 feet for reference;

THENCE: N 47° 47' 55" W along the northeast line of said Tauber Street for a distance of 10.46 feet to a 1/2-inch iron rod set for corner, from whence a found 1/2-inch iron rod marking the most southerly common corner of Lots 5 and 6, Block 2 of said TAUBER ADDITION bears N 47° 47' 55" W at a distance of 289.54 feet for reference;

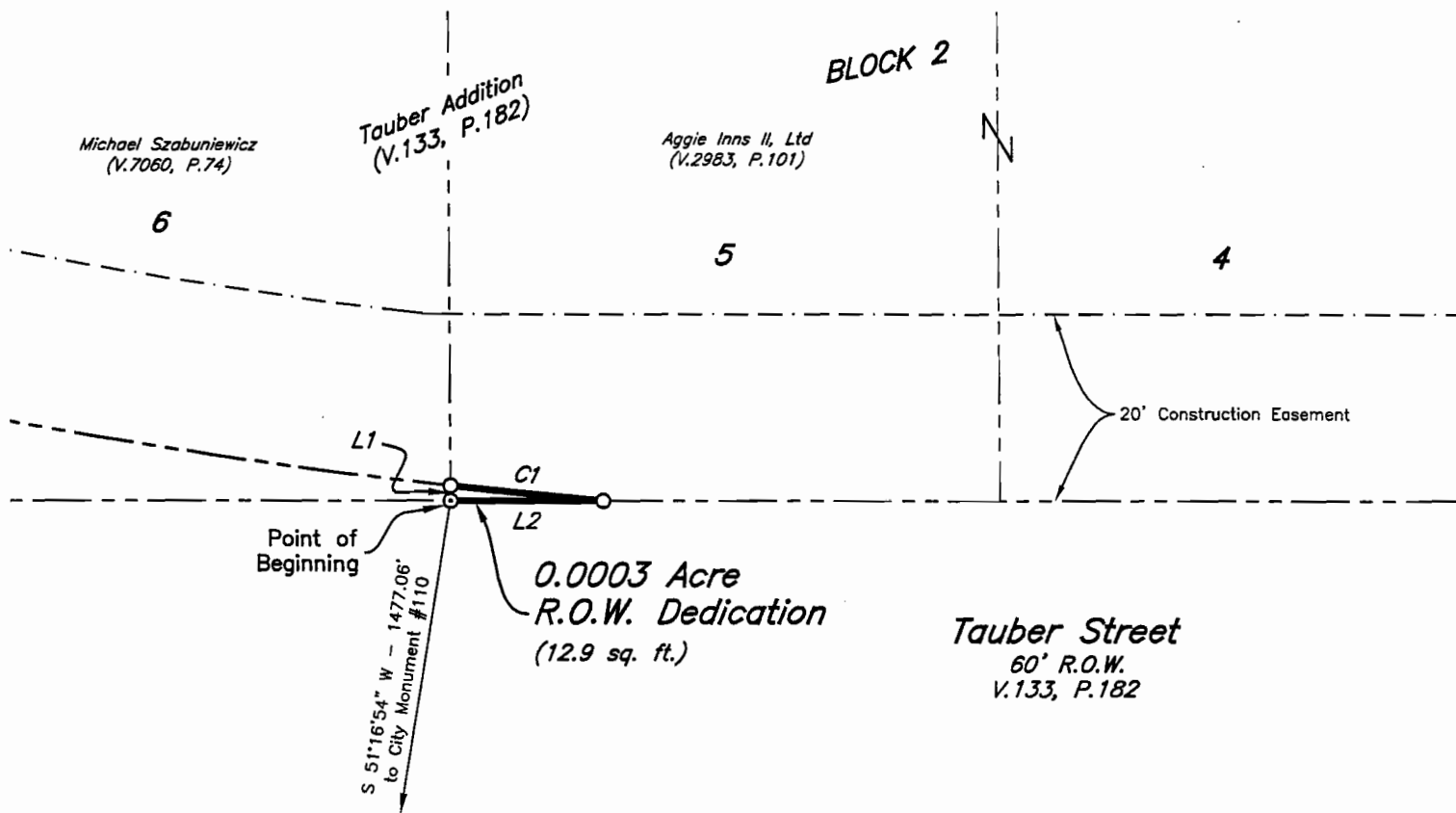
THENCE: N 86° 30' 30" E through said Lot 1, Block 2 for a distance of 14.88 feet to a 1/2-inch iron rod set for corner in the northwest right-of-way line of Cross Street;

THENCE: S 41° 49' 05" W for a distance of 10.65 feet to the POINT OF BEGINNING and containing 0.0013 acres (55.7 sq. ft.) of land, more or less.

I, Kevin R. McClure, Registered Professional Land Surveyor No. 5650, State of Texas, do hereby certify that this survey substantially complies with the current Texas Society of Professional Surveyors Standards and Specifications for a Category 1B, Condition 2 Survey.

Kevin R. McClure 4/4/07
Kevin R. McClure, R.P.L.S. #5650





CURVE TABLE

CURVE	DELTA	RADIUS	LENGTH	TANGENT	CHORD	BRG.	CHORD
C1	1°21'10"	707.00'	16.69'	8.35'	S 42°17'19" E		16.69'

LINE TABLE

LINE	BEARING	DISTANCE
L1	N 41°49'05" E	1.62'
L2	N 47°50'37" W	16.61'

LEGEND

- ⊙ - 5/8" Iron Rod Found
- - 1/2" Iron Rod Set

Tauber Sidewalk Improvements
PUBLIC R.O.W. DEDICATION EXHIBIT
AGGIE INNS II, LTD. PROPERTIES
 COLLEGE STATION, BRAZOS COUNTY, TEXAS

FIELD NOTES
VARIABLE WIDTH PUBLIC RIGHT-OF-WAY DEDICATION
OUT OF
LOT 5, BLOCK 2
TAUBER ADDITION
0.0003 ACRES

Being all that certain tract or parcel of land lying and being situated in the JOSEPH E. SCOTT SURVEY, Abstract No. 50 in College Station, Brazos County, Texas and being a part of Lot 5, Block 2 of the TAUBER ADDITION as recorded in Volume 133, Page 182 of the Brazos County Deed Records (B.C.D.R.), said Lot 5 also being the same land conveyed to Aggie Inns II, Ltd. recorded in Volume 2983, Page 101 of the Official Records of Brazos County, Texas (O.R.B.C.) and being more particularly described by metes and bounds as follows:

BEGINNING: at a 5/8-inch iron rod found marking the common-most southerly corner of Lots 5 and 6, Block 2 of said TAUBER ADDITION and being in the northeast right-of-way line of Tauber Street (width varies at this location), from whence the City of College Station Horizontal Control Monument No. 110 bears S 51° 16' 54" W at a distance of 1477.06 feet for reference;

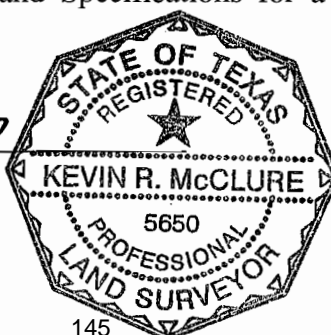
THENCE: N 41° 49' 05" E along the said common line of Lots 5 and 6 for a distance of 1.62 feet to a 1/2-inch iron rod set for corner;

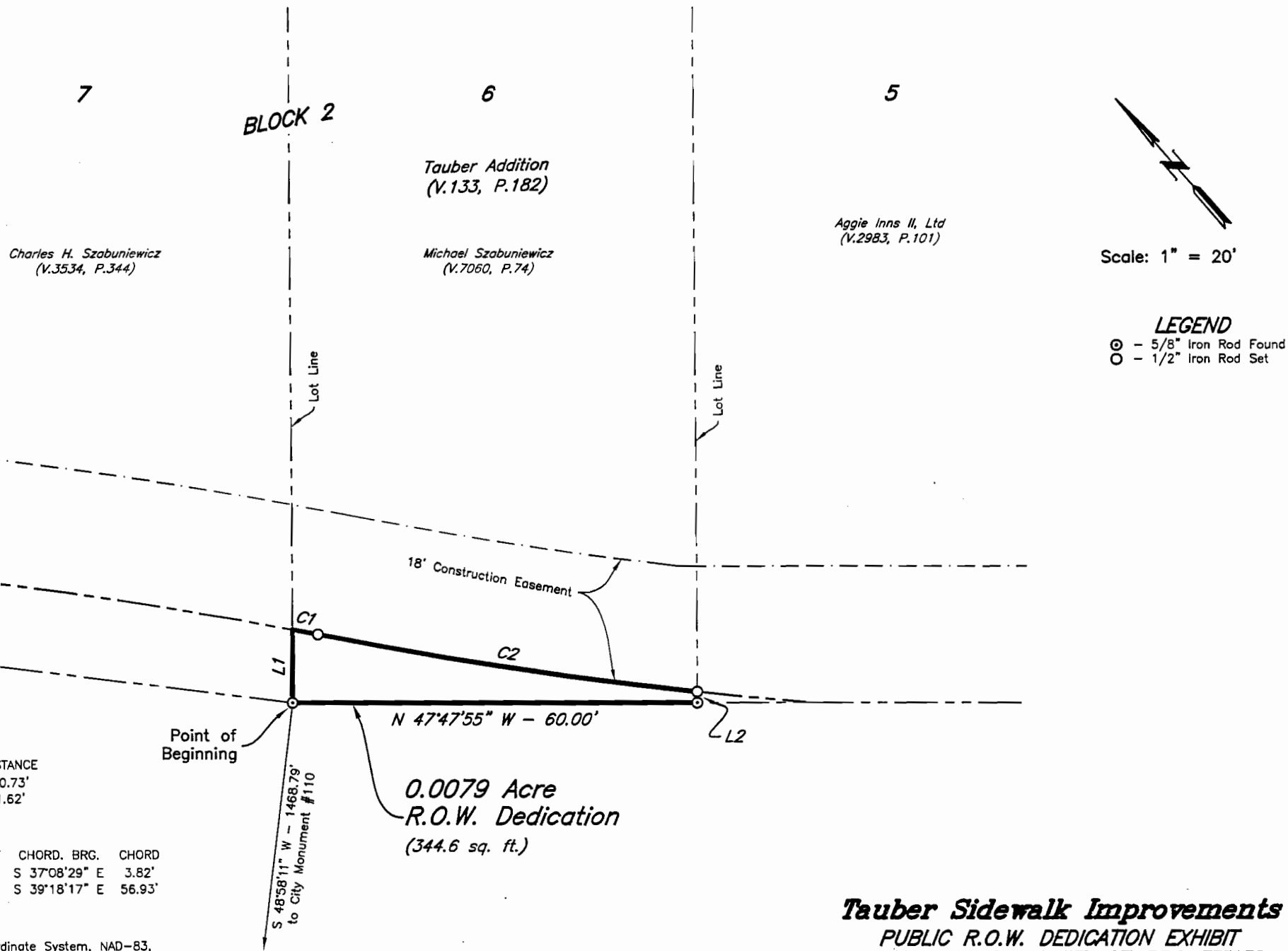
THENCE: 16.69 feet through said Lot 5 in a counter-clockwise direction along the arc of a curve having a central angle of 01° 21' 10", a radius of 707.00 feet, a tangent of 8.35 feet and a long chord bearing S 42° 17' 19" E at a distance of 16.69 feet to a 1/2-inch iron rod set for corner in the said northeast line of Tauber Street (width varies at this location);

THENCE: N 47° 50' 37" W along said northeast line for a distance of 16.61 feet to the POINT OF BEGINNING and containing 0.0003 acres (12.9 sq. ft.) of land, more or less.

I, Kevin R. McClure, Registered Professional Land Surveyor No. 5650, State of Texas, do hereby certify that this survey substantially complies with the current Texas Society of Professional Surveyors Standards and Specifications for a Category 1B, Condition 2 Survey.

 4/4/07
Kevin R. McClure, R.P.L.S. #5650





Tauber Sidewalk Improvements
PUBLIC R.O.W. DEDICATION EXHIBIT
MICHAEL H. SZABUNIEWICZ PROPERTIES
COLLEGE STATION, BRAZOS COUNTY, TEXAS

FIELD NOTES
VARIABLE WIDTH PUBLIC RIGHT-OF-WAY DEDICATION
OUT OF
LOT 6, BLOCK 2
TAUBER ADDITION
0.0079 ACRES

Being all that certain tract or parcel of land lying and being situated in the JOSEPH E. SCOTT SURVEY, Abstract No. 50 in College Station, Brazos County, Texas and being a part of Lot 6, Block 2 of the TAUBER ADDITION as recorded in Volume 133, Page 182 of the Brazos County Deed Records (B.C.D.R.), said Lot also being the same land conveyed to Michael Szabuniewicz recorded in Volume 7060, Page 74 of the Official Records of Brazos County, Texas (O.R.B.C.) and being more particularly described by metes and bounds as follows:

BEGINNING: at a 5/8-inch iron rod found marking the common-most southerly corner of Lots 6 and 7, Block 2 of said TAUBER ADDITION and being in the northeast right-of-way line of Tauber Street (width varies at this location), from whence the City of College Station Horizontal Control Monument No. 110 bears S 48° 58' 11" W at a distance of 1468.79 feet for reference;

THENCE: N 41° 49' 05" E along said common line for a distance of 10.73 feet for corner;

THENCE: through said Lot 6, Block 2 for the following two (2) calls:

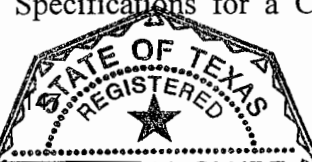
- 1) 3.82 feet in a clockwise direction along the arc of a curve having a central angle of 00° 17' 17", a radius of 760.00 feet, a tangent of 1.91 feet and a long chord bearing S 37° 08' 29" E at a distance of 3.82 feet for a Point-of-Reverse Curvature;
- 2) 56.95 feet along the arc of said reverse curve having a central angle of 04° 36' 54", a radius of 707.00 feet, a tangent of 28.49 feet and a long chord bearing S 39° 18' 17" E at a distance of 56.93 feet to a 1/2-inch iron rod set for corner in the common line of Lots 5 and 6, Block 2 of said TAUBER ADDITION;

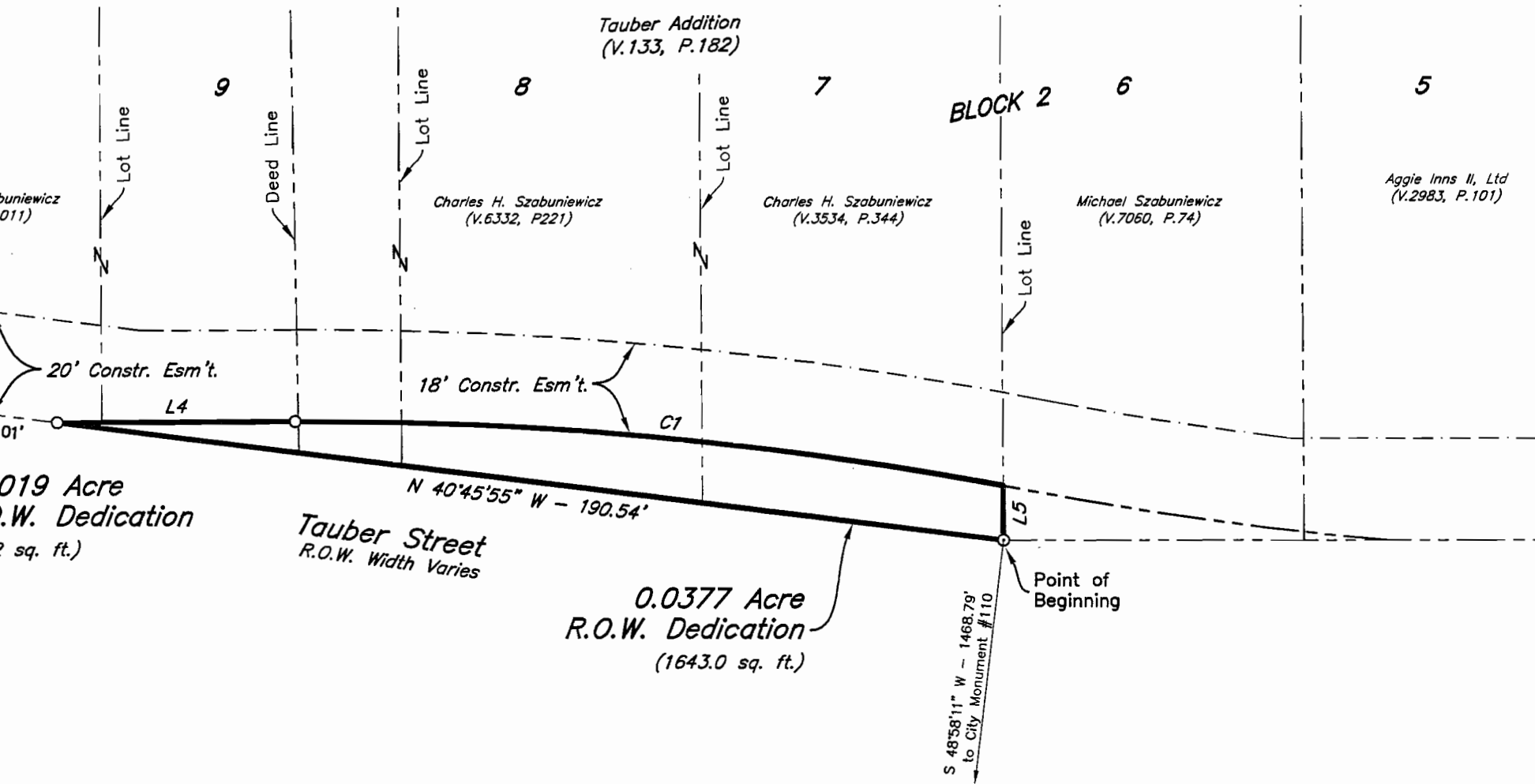
THENCE: S 41° 49' 05" W along said common line for a distance of 1.62 feet to a found 1/2-inch iron rod for corner in the said northeast line of Tauber Street;

THENCE: N 47° 47' 55" W for a distance of 60.00 to the POINT OF BEGINNING and containing 0.0079 acres (344.6 sq. ft.) of land, more or less.

I, Kevin R. McClure, Registered Professional Land Surveyor No. 5650, State of Texas, do hereby certify that this survey substantially complies with the current Texas Society of Professional Surveyors Standards and Specifications for a Category 1B, Condition 2 Survey.

Kevin R. McClure 4/4/07





CURVE TABLE

CURVE	DELTA	RADIUS	LENGTH	TANGENT	CHORD. BRG.	CHORD
C1	10°41'49"	760.00'	141.89'	71.15'	S 42°38'02" E	141.69'

LINE TABLE

LINE	BEARING	DISTANCE
L1	N 40°45'55" W	19.04'
L2	N 41°49'05" E	8.92'
L3	S 17°06'00" E	22.04'
L4	S 47°58'57" E	47.93'
L5	S 41°49'05" W	10.73'

LEGEND

- ⊙ - 5/8" Iron Rod Found
- - 1/2" Iron Rod Set

Tauber Sidewalk Improvements
PUBLIC R.O.W. DEDICATION EXHIBIT
CHARLES, H. SZABUNIEWICZ PROPERTIES
COLLEGE STATION, BRAZOS COUNTY, TEXAS

FIELD NOTES
VARIABLE WIDTH PUBLIC RIGHT-OF-WAY DEDICATION
OUT OF
LOT 10, BLOCK 2
TAUBER ADDITION
0.0019 ACRES

Being all that certain tract or parcel of land lying and being situated in the JOSEPH E. SCOTT SURVEY, Abstract No. 50 in College Station, Brazos County, Texas and being a part of Lot 10, Block 2 of the TAUBER ADDITION as recorded in Volume 133, Page 182 of the Brazos County Deed Records (B.C.D.R.), said Lot also being the same land conveyed to Charles H. Szabuniewicz recorded in Volume 1228, Page 11 of the Official Records of Brazos County, Texas (O.R.B.C.) and being more particularly described by metes and bounds as follows:

BEGINNING: at a 5/8-inch iron rod found marking the intersection of the southeast right-of-way line of Cherry Street (based on a 50' width) and the northeast line of Tauber Street (width varies at this location), said iron rod also marking the west corner of Lot 10, Block 2 of said TAUBER ADDITION, from whence the City of College Station Horizontal Control Monument No. 110 bears S 40° 00' 57" W at a distance of 1487.99 feet for reference;

THENCE: N 41° 49' 05" E along the said southeast right-of-way line of Cherry Street for a distance of 8.92 feet to a 1/2-inch iron rod set for corner;

THENCE: S 17° 06' 00" E through said Lot 10 for a distance of 22.04 feet to a 1/2-inch iron rod set for corner, said iron rod being in the before said northeast right-of-way line of Tauber Street;

THENCE: N 40° 45' 55" W along the said northeast line of Tauber Street for a distance of 19.04 feet to the POINT OF BEGINNING and containing 0.0019 acres (84.2 sq. ft.) of land, more or less.

I, Kevin R. McClure, Registered Professional Land Surveyor No. 5650, State of Texas, do hereby certify that this survey substantially complies with the current Texas Society of Professional Surveyors Standards and Specifications for a Category 1B, Condition 2 Survey.

Kevin R. McClure 4/4/07
Kevin R. McClure, R.P.L.S. #5650



FIELD NOTES
VARIABLE WIDTH PUBLIC RIGHT-OF-WAY DEDICATION
OUT OF
LOT 7, 8, 9 AND 10, BLOCK 2
TAUBER ADDITION
0.0377 ACRES

Being all that certain tract or parcel of land lying and being situated in the JOSEPH E. SCOTT SURVEY, Abstract No. 50 in College Station, Brazos County, Texas and being a part of Lots 7, 8, 9 and 10, Block 2 of the TAUBER ADDITION as recorded in Volume 133, Page 182 of the Brazos County Deed Records (B.C.D.R.), said Lots also being the same land conveyed to Charles H. Szabuniewicz recorded in Volume 1228, Page 11, Volume 6332, Page 221 and Volume 3534, Page 344 of the Official Records of Brazos County, Texas (O.R.B.C.) and being more particularly described by metes and bounds as follows:

BEGINNING: at a 5/8-inch iron rod found marking the common-most southerly corner of Lots 6 and 7, Block 2 of said TAUBER ADDITION and being in the northeast right-of-way line of Tauber Street (width varies at this location), from whence the City of College Station Horizontal Control Monument No. 110 bears S 48° 58' 11" W at a distance of 1468.79 feet for reference;

THENCE: N 40° 45' 55" W along said Tauber Street right-of-way for a distance of 190.54 feet to a 1/2-inch iron rod set for corner;

THENCE: through said Lots 10, 9, 8 and 7, Block 2 for the following two (2) calls:

- 1) S 47° 58' 57" E for a distance of 47.93 feet to a 1/2-inch iron rod set for the Point-of-Curvature of a curve to the right;
- 2) 141.89 feet along the arc of said curve having a central angle of 10° 41' 49", a radius of 760.00 feet, a tangent of 71.15 feet and a long chord bearing S 42° 38' 02" E at a distance of 141.69 feet for corner, said corner being in the said common line of Lots 6 and 7, Block 2;

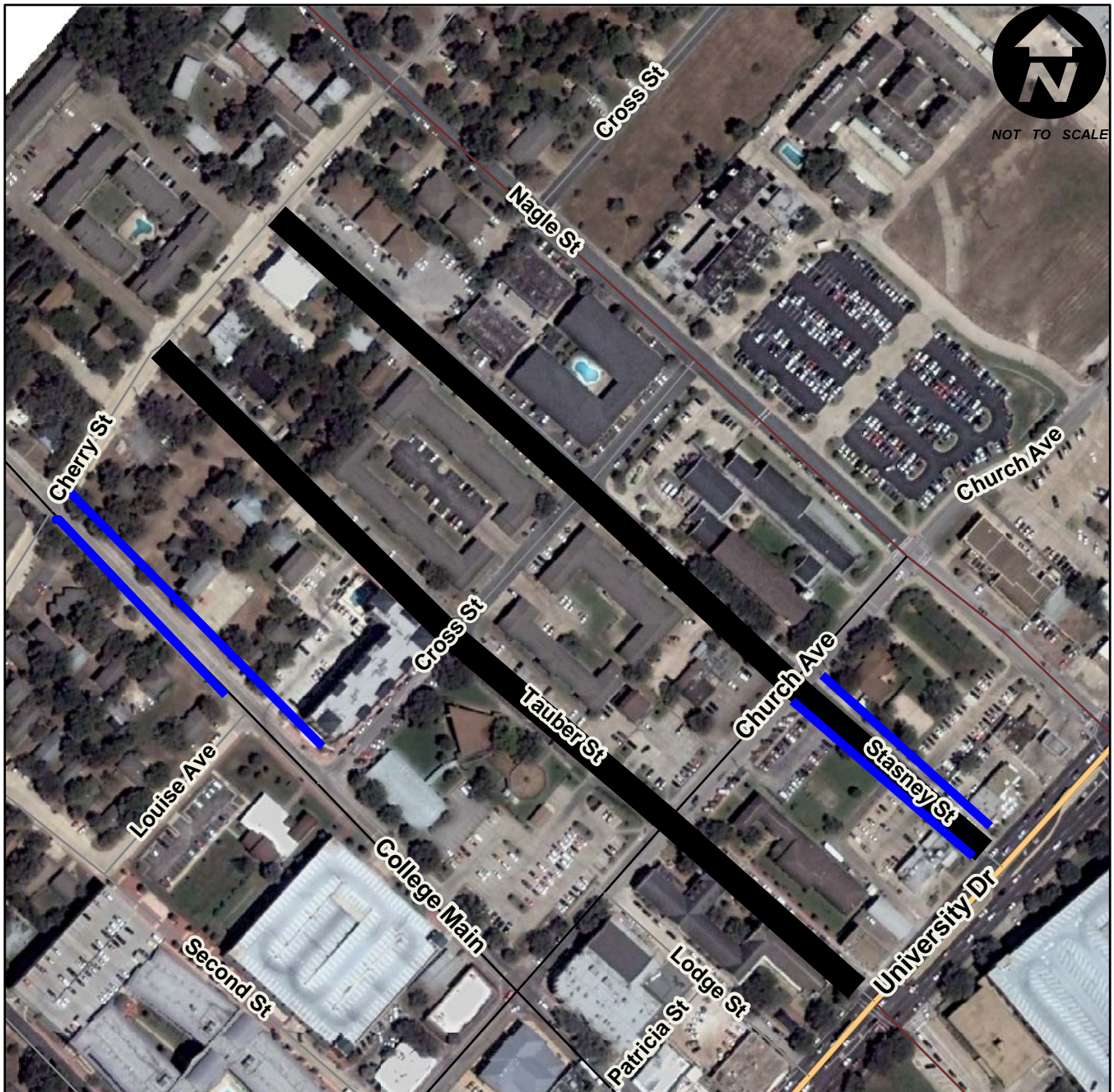
THENCE: S 41° 49' 05" W along the beforementioned common line for a distance of 10.73 feet to the POINT OF BEGINNING and containing 0.0377 acres (1,643.0 sq. ft.) of land, more or less.

I, Kevin R. McClure, Registered Professional Land Surveyor No. 5650, State of Texas, do hereby certify that this survey substantially complies with the current Texas Society of Professional Surveyors Standards and Specifications for a Category 1B, Condition 2 Survey.

Kevin R. McClure 4/4/07
Kevin R. McClure, R.P.L.S. #5650



Tauber and Stasney Street Rehabilitation Project Location Map



April 26, 2007
Consent Agenda Item #
Northgate District Association Budget and Funding Agreement

To: Glenn Brown, City Manager

From: Jeff Kersten, Chief Financial Officer

Agenda Caption: Presentation, possible action and discussion on approving the budget of the Northgate District Association; and presentation, possible action and discussion on a funding agreement between the City of College Station and the Northgate District Association for FY07 in the amount of \$25,000.

Recommendation(s): Staff recommends approval of the Northgate District Association budget and the funding agreement for FY07.

Summary: As part of the 2006-2007 budget process the City Council approved funding for the Northgate District Association in the amount of \$25,000. These funds to be used for the Northgate Music Festival held this past March.

This agreement is coming to Council at the current time because of delays in getting all of the necessary documents from the Northgate District Association. This documentation has been received.

Budget & Financial Summary: The funds for this agreement are budgeted and available in the 2006-2007 Hotel Tax Fund Budget.

State law requires that the City Council approve the budget of any organization that is to be funded through the Hotel Tax Fund.

Attachments:

1. Northgate District Association Budget
2. Funding Agreement

Northgate Music Festival

INCOME	2007	
Opening Balance	13000	
Band Application Fees	1,600	
Return Operating Capital	1,000	
Sales - Merch.	700	
Sales - Presale	1,700	
Sales - Tickets	25,000	
Sales - Tickets Online	1,300	
Shirt Fee - Staff Reimbursement	420	
Shirt Fee - Volunteer Reimbursement	650	
Sponsorship	35,000	(\$25,000 COCS sponsorship)
Vendor Fee	200	

TOTAL INCOME	80,570	
EXPENSES		
Advertising	1,500	
Band	37,000	
Donation	3,000	
Hospitality	1,500	
Insurance	750	
Insurance - D&O	650	
Misc.	120	
Operating	1,000	
Permit	200	
Printing	400	
Product (Event Shirts)	2,500	
Rental	9,000	
Security	3,150	
Sound	17,500	

TOTAL Tax	78,270	

OVERALL TOTAL	2,300	

Northgate District Association

INCOME	2007	
Dues	10,000	
Other Inc	0	

TOTAL INCOME	10,000	
EXPENSES		
Accounting	500	
Association Fee	150	
Advertising	2,000	
Management Fee	6,000	
Misc	150	

TOTAL EXPENSES	8,800	

OVERALL TOTAL	1,200	

**FUNDING AGREEMENT PROVIDING FOR THE PAYMENT
AND USE OF HOTEL TAX REVENUE**

THIS AGREEMENT is made between the CITY OF COLLEGE STATION, a Home Rule Municipal Corporation incorporated under the State of Texas (hereinafter referred to as the "City"), and the Northgate District Association, a Texas Non-Profit Corporation (hereinafter referred to as the "Agency"):

WHEREAS, TEXAS TAX CODE §§351.002 and 351.003(a) authorize City to levy by ordinance a municipal hotel occupancy tax ("hotel tax") not exceeding seven percent (7%) of the consideration paid by a hotel occupant; and

WHEREAS, by ordinance, City has provided for the assessment and collection of a municipal hotel occupancy tax in the City of College Station of seven percent (7%); and

WHEREAS, TEXAS TAX CODE §351.101(a) authorizes City to use revenue from its municipal hotel occupancy tax to promote tourism and the convention and hotel industry, yet limits such revenue use for the encouragement, promotion, improvement, and application of the arts, including instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture, photography, graphic and craft arts, motion pictures, radio, television, tape and sound recording, and other arts related to the presentation, performance, execution, and exhibition of these major art forms; and

WHEREAS, Agency is well equipped to perform those activities; and

WHEREAS, TEXAS TAX CODE §351.101(c) authorizes City to delegate by contract with Agency; as an independent entity, the management or supervision of programs and activities of the type described hereinabove funded with revenue from the municipal hotel occupancy tax;

NOW, THEREFORE, IN CONSIDERATION of the performance of the mutual covenants and promises contained herein, City and Agency agree and contract as follows:

**ARTICLE I
DEFINITIONS**

1.1 The term "Agency" shall mean the Northgate District Association, a Texas Non-Profit Corporation to which the City has delegated the management or supervision of programs and activities funded with Hotel Tax Revenue.

1.2 The term "City" shall mean the City of College Station, in the County of Brazos, and the State of Texas.

1.3 The term "Contract Quarter" shall refer to any quarter of the contract year in which this Agreement is in force. Contract Quarters will end on December 31st, March 31st, June 30th, and September 30th, of each contract year.

1.4 The term "Program Report" shall mean a report as required by Texas Tax Code §351.108 listing each of the Agency's scheduled activity, program, or event that: is directly funded with Hotel Tax Revenue or has its administrative costs funded in whole or in part by the Hotel Tax Revenue and is directly enhancing and promoting tourism and the convention and hotel industry. Such report shall be submitted on the form attached herein as Exhibit A.

1.5 The term "Financial Activity Report" shall mean a quarterly report which includes a summary of Agency's revenues and expenditures, and a summary of Agency's assets and liabilities to be submitted to the City on the form attached herein as Exhibit B.

1.6 The term "Financial Records" shall mean invoices, receipts, bank statements, reconciliations, cleared checks, financial statements and audit reports.

1.7 The term "Hotel Tax Revenue" shall mean the gross monies collected and received by City as municipal hotel occupancy tax at the rate of seven percent (7%) of the price paid for a room in a hotel, pursuant to Texas Tax Code 351.003 (a) and City Ordinance. Hotel Tax Revenue will include penalty and interest related to the late payments of the tax revenue by the taxpayer.

1.8 The term "Narrative Summary of Activity Report" shall mean the quarterly summary report of the activities of Agency including a summary of how funds from City have been utilized to accomplish the Agency's work. Such report shall be submitted on the form attached herein as Exhibit C.

1.9 The term "Performance Measure Report" shall mean the quarterly report to determine the levels of service that are being provided by Agency to be submitted to the City on the form attached herein as Exhibit D. Performance measures shall be developed annually based on level of services provided by Agency with City funding.

ARTICLE II. HOTEL TAX REVENUE PAYMENT

2.1 Consideration and Payment. For and in consideration of the activities to be satisfactorily performed by Agency under this Agreement, City agrees to pay to Agency a portion of the Hotel Tax Revenue collected by City in the total amount of TWENTY FIVE THOUSAND AND NO/100 DOLLARS (\$25,000.00), to be paid as follows:

A. the total amount of TWENTY FIVE THOUSAND AND NO/100 DOLLARS (\$25,000.00) from the City's Hotel Tax Revenue. Payment will be made in four (4) quarterly installments of \$6,250.00 each.

2.2 Quarterly payments will be dependent upon the City receiving all reports required herein from the Agency. Quarterly reports are due no later than thirty (30) days after the end of each Contract Quarter (no later than January 30th, April 30th, July 30th, October 30th, of each contract year.)

2.3 Other limitations regarding consideration.

A. It is expressly understood that this contract in no way obligates the General Fund or any other monies or credits of City.

B. City may withhold allocations if City determines that expenditures of Agency deviate materially from their approved budget or if the reports required herein are not submitted in a complete and timely manner.

**ARTICLE III
USE OF HOTEL TAX REVENUE**

3.1 Use of Funds. For and in consideration of the payment by City to Agency of the agreed payments of Hotel Tax Revenue specified above, Agency agrees to manage or supervise the programs and activities funded with Hotel Tax Revenue. Agency further agrees to use such Hotel Tax Revenue for the encouragement, promotion, improvement, and application of the arts, including instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture, photography, graphic and craft arts, motion pictures, radio, television, tape and sound recording, and other arts related to the presentation, performance, execution, and exhibition of these major art forms as authorized by TEXAS TAX CODE §351.101(a).

3.2 Administrative Costs. The Hotel Tax Revenue received from City by Agency may be spent for Agency's day-to-day operations, supplies, salaries, office rental, travel expenses, and other administrative costs only if those administrative costs are incurred directly in the promoting of: tourism and the convention and hotel industry and the encouragement, promotion, improvement, and application of the arts, including instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture, photography, graphic and craft arts, motion pictures, radio, television, tape and sound recording, and other arts related to the presentation, performance, execution, and exhibition of these major art forms.

3.3 Specific Restrictions on Use of Funds.

A. That portion of total administrative costs of Agency for which Hotel Tax Revenue may be used shall not exceed that portion of Agency's administrative costs actually incurred in conducting the activities specified in §3.1 above.

B. Hotel Tax Revenue may not be spent for travel for a person to attend an event or conduct an activity the primary purpose of which is not directly related to the promotion of tourism and the convention and hotel industry or the performance of the person's job in an efficient and professional manner.

**ARTICLE IV
RECORDKEEPING AND REPORTING REQUIREMENTS**

4.1 Budget.

- A. Prior to execution of this Funding Agreement, Agency shall submit to the City Manager of City an annual budget to be approved by the City Council for each fiscal year, for such operations of Agency funded by Hotel Tax Revenues. This budget shall specifically identify proposed expenditures of Hotel Tax Revenue by Agency. In other words, City should be able to audit specifically the purpose of each individual expenditure of Hotel Tax Revenue from the separate account relating to Hotel Tax Revenue. City shall not pay to Agency any Hotel Tax Revenues as set forth in Article II of this Agreement during any program year of this Agreement unless a budget for such respective program year has been approved in writing by the College Station City Council. Approval of the budget by the City Council shall not preclude the Agency from reasonably reallocating funds within the budget among line items to meet changing conditions. Such reallocation shall not necessitate a new approval by the City Council. Failure to submit an annual budget may be considered a breach of contract, and if not remedied is considered grounds for termination of this Agreement as stated in paragraph 6.2.
- B. Agency acknowledges that the approval of such budget by the College Station City Council creates a fiduciary duty in Agency with respect to the Hotel Tax Revenue paid by City to Agency under this Agreement. Agency shall expend Hotel Tax Revenue only in the manner and for the purposes specified in this Agreement, TEXAS TAX CODE §351.101(a), and in the budget as approved by City.

4.2 Separate Accounts. Agency shall maintain Hotel Tax Revenue paid to Agency by City in a separate account, or with segregated fund accounting, such that any reasonable person can ascertain the revenue source of any given expenditure.

4.3 Financial Records. Agency shall maintain a complete and accurate financial record of each expenditure of the Hotel Tax Revenue made by Agency. These funds shall be classified as restricted funds for audited financial purposes.

4.4 Agency shall maintain such records, accounts, reports, files or other documents for a minimum of five (5) years after the expiration of this agreement. City's right to access Agency's files shall continue during this 5 year period and for as long as the records are retained by Agency.

4.5 Upon written request of the College Station City Council, or other person, Agency shall make such financial records available for inspection and review by the party making the request. Agency understands and accepts that financial records and any other records relating to this Agreement shall be subject to the Public Information Act, TEXAS GOVERNMENT CODE, Chapter 552, as hereafter amended.

4.6 Program Report. Agency understands that such report shall be completed in its entirety and the original report shall be submitted to the City..

4.7 Quarterly Reports.

Agency shall submit the following to the City on a quarterly basis as provided in this Agreement:

- (1). Financial Activity Report.
- (2). Narrative Summary of Activity Report.
- (3). Performance Measure Report. Performance measures will be developed on an annual basis by Agency in conjunction with City. City shall approve performance measures.

4.8 Agency shall respond promptly to any request from the City Manager of City, or designee, for additional information relating to the activities performed under this Agreement.

4.9 The Financial Activity Report, Narrative Summary of Activity Report and Performance Measure Report shall be submitted to the City within thirty (30) days of the end of each Contract Quarter (no later than January 30th, April 30th, July 30th, and October 30th of each contract year.)

4.10 A copy of the Agency's annual financial audit shall be made available to City no later than thirty (30) days following Agency's receipt of same.

4.11 If requested, Agency shall make an annual report and presentation to the City Council.

4.12 The City shall conduct a monitoring review of the Agency as deemed necessary by the City so as to evaluate Agency's compliance with the provisions of this Agreement. Said monitoring may consist of on-site monitoring reviews.

ARTICLE V AGENCY BOARD OF DIRECTORS

5.1 The City shall have the option to recommend one appointee for any one vacancy that occurs on the Board of Directors of the Agency during the program year. This provision shall not apply if the City is otherwise authorized to appoint members to the Board under the Agency's Bylaws.

5.2 Agency shall provide the City with an agenda of all regular and non-regular Board meetings five (5) days prior to the meeting with information as to the date, time and place of meeting. If a non-regular meeting is scheduled, Agency shall immediately

notify the City of non-regular meeting. Said notification should be in writing via facsimile or e-mail; or orally by telephone, depending on Agency's own notification of the Board meeting.

5.3 Agency shall submit minutes of each Board of Directors meeting and Executive Committee meeting to the City within ten (10) days after approval of the minutes.

ARTICLE VI TERM AND TERMINATION

6.1 Term. The term of this Agreement shall commence on October 1, 2006 and terminate at midnight on October 31, 2007. However, the program period shall commence on October 1, 2006 and terminate at midnight on September 30, 2007. Only those expenditures authorized by Chapter 351 of the Texas Tax Code which are actually incurred during the program period, for events and activities taking place within the program period, are eligible for funding under this Agreement, and any ineligible expenditures or unspent funds shall be forfeited to City upon termination of the Agreement.

6.2 Termination Without Cause.

A. This Agreement may be terminated by either party, with or without cause, by giving the other party sixty (60) days advance written notice.

B. In the event this Agreement is terminated by either party pursuant to §6.2(a), City agrees to reimburse Agency for any contractual obligations undertaken by Agency in satisfactory performance of those activities specified in hereinabove and that were approved by the Council through the budget, as noted in §4.1. This reimbursement is conditioned upon such contractual obligations having been incurred and entered into in the good faith performance of those services contemplated in §§3.1 and 3.2 above, and further conditioned upon such contractual obligations having a term not exceeding the full term of this Agreement.

C. Further, upon termination pursuant to §6.2(a), Agency will provide CITY:

(1) Within ten (10) business days from the termination notification, a short-term budget of probable expenditures for the remaining sixty (60) day period between termination notification and contract termination. This budget will be presented to Council for approval within ten (10) business days after receipt by City. If formal approval is not given within ten (10) business days and the budget does not contain any expenditures that would be prohibited by the Texas Tax Code, and is within the current contractual period approved budget; the budget will be considered approved;

(2) Within thirty (30) days, a full accounting of all expenditures not previously audited by City;

(3) Within five (5) business days of a request from City, a listing of expenditures that have occurred since the last required reporting period;

(4) A final accounting of all expenditures and tax funds on the day of termination. Agency will be obligated to return any unused funds or funds determined to be used improperly. Any use of remaining funds by Agency after notification of termination is conditioned upon such contractual obligations having been incurred and entered into in the good faith performance of those services contemplated in 3.1 and 3.2 above, and further conditioned upon such contractual obligations having a term not exceeding the full term of this Agreement.

6.3 Automatic Termination. This Agreement shall automatically terminate upon the occurrence of any of the following events:

- A. The termination of the legal existence of Agency;
- B. The insolvency of Agency, the filing of a petition in bankruptcy, either voluntarily or involuntarily, or an assignment by Agency for the benefit of creditors;
- C. The continuation of a breach of any of the terms or conditions of this Agreement by either City or Agency for more than thirty (30) days after written notice of such breach is given to the breaching party by the other party; or
- D. The failure of Agency to submit quarterly reports which comply with the reporting procedures required herein and generally accepted accounting principles within thirty (30) days from the date City notifies Agency of such breach.
- E. The failure of Agency to submit a Quarterly Financial Activity Report as required by Texas Tax Code §351.101(c) within thirty (30) days from the date City notifies Agency of such breach.

6.4 Right to Immediate Termination Upon Litigation. Notwithstanding any other provision of this Agreement, to mitigate damages and to preserve evidence and issues for judicial determination, either party shall have the right to terminate this Agreement upon immediate notice to the other party in the event that any person has instituted litigation concerning the activities of the non-terminating party, and the terminating party reasonably believes that such activities are required or prohibited under this Agreement.

6.5 In the event that this Agreement is terminated pursuant to §§6.3 or 6.4, Agency agrees to refund any and all unused funds, or funds determined by City to have been used improperly, within thirty (30) days after termination of this Agreement.

ARTICLE VII INDEMNIFICATION AND RELEASE

7.1 Agency agrees to indemnify and hold harmless the City, its officers, agents, and employees from and against any and all loss, costs, or damage of any kind, nature, or description that may arise out of or in connection with this Agreement whether or not the claim or cause of action results from any negligence of the City or any of its officers, agents, or employees.

7.2 Agency assumes full responsibility for the work to be performed and services to be provided hereunder, and hereby releases, relinquishes and discharges the City, its officers, agents, and employees from any and all claims, demands, causes of action of every kind and character, including the cost of defense thereof, for any injury to, including death of, any person (whether employees or agents of either of the parties hereto or third persons) and any loss of or damage to property (whether the property is that of either of the parties hereto or of third parties) that is caused by or alleged to be caused by, arising out of, or in connection with the Agency's work or services provided hereunder whether or not said claims, demands, or causes of actions are covered in whole or part by insurance.

ARTICLE VIII GENERAL PROVISIONS

8.1 Subcontract for Performance of Services. Nothing in this Agreement shall prohibit, nor be construed to prohibit, the agreement by Agency with another private entity, person, or organization for the performance of those services described in §3.1 above. In the event that Agency enters into any arrangement, contractual or otherwise, with such other entity, person or organization, Agency shall cause such other entity, person, or organization to adhere to, conform to, and be subject to all provisions, terms, and conditions of this Agreement and to TEX. TAX CODE Chapter 351, including reporting requirements, separate funds maintenance, and limitations and prohibitions pertaining to expenditure of the agreed payments and Hotel Tax Revenue.

8.2 This Agreement and each provision hereof, and each and every right, duty, obligation, and liability set forth herein shall be binding upon and inure to the benefit and obligation of City and Agency and their respective successors and assigns.

8.3 The City and Agency attest that, to the best of their knowledge, no member of the City of College Station City Council and no other officer, employee or agent of the City, who exercises any function or responsibility in connection with the carrying out of the terms of this Agreement, has any personal interest, direct or indirect, in this Agreement.

8.4 Agency covenants and agrees that, during the term of this Agreement, it will not discriminate against any employee or applicant for employment because of race, color,

religion, sex, national origin or disability. Agency will take affirmative action to ensure that applicants who are employed are treated, during employment, without regard to their race, color, religion, sex, national origin or disability. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection. Agency agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination requirement.

8.5 Agency expressly agrees that, in all solicitations or advertisements for employees placed by or on behalf of Agency, there will be a statement that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin or disability.

8.6 Agency certifies that it will not limit services or give preference to any person assisted through this Agreement on the basis of religion and that it will provide no religious instruction or counseling, conduct no religious worship or services, and engage in no religious proselytizing in the provision of services or the use of facilities or furnishings assisted in any way under this Agreement.

8.7 No amendment to this Agreement shall be effective and binding unless and until it is reduced to writing and signed by duly authorized representatives of both parties.

8.8 This Agreement has been made under and shall be governed by the laws of the State of Texas.

8.9 Performance and all matters related thereto shall be in Brazos County, Texas, United States of America.

8.10 Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective organizations.

8.11 Failure of any party, at any time, to enforce a provision of this Agreement, shall in no way constitute a waiver of that provision, nor in any way affect the validity of this Agreement, any part hereof, or the right of either party thereafter to enforce each and every provision hereof. No term of this Agreement shall be deemed waived or breach excused unless the waiver shall be in writing and signed by the party claimed to have waived. Furthermore, any consent to or waiver of a breach will not constitute consent to or waiver of or excuse of any other different or subsequent breach.

8.12 The parties acknowledge that they have read, understand and intend to be bound by the terms and conditions of this Agreement.

8.13 This Agreement and the rights and obligations contained herein may not be assigned by any party without the prior written approval of the other parties to this Agreement.

8.14 It is understood and agreed that this Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

8.15 If any provision of this Agreement shall be held to be invalid, illegal, or unenforceable by a court or other tribunal of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The parties shall use their best efforts to replace the respective provision or provisions of this Agreement with legal terms and conditions approximating the original intent of the parties.

8.16 It is understood that this Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements, or understandings between the parties relating to the subject matter. No oral understandings, statements, promises, or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally. No verbal agreement or conversation with any officer, agent, or employee of any party before or after the execution of this Agreement shall affect or modify any of the terms or obligations hereunder.

8.17 Unless otherwise specified, written notice shall be deemed to have been duly served if delivered in person or sent by certified mail to the last business address as listed herein. Each party has the right to change its business address by giving at least thirty (30) days advance written notice of the change to the other party.

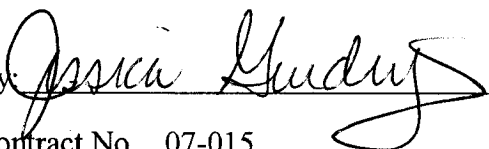
City: City of College Station
Attn: Finance and Strategic Planning
1101 Texas Avenue
College Station, Texas 77840

Agency: Northgate District Association
3211 Westwood Main
Bryan, TX 77807

Executed this the ____ day of _____, 2006.

NORTHGATE DISTRICT ASSOCIATION

CITY OF COLLEGE STATION

By:  By: _____

Contract No. 07-015 10

O:\AFY 2007\Outside Agencies\FY07 Contracts\Northgate Dist. Assoc\FY07 Northgate District funding agreement.doc
9/14/2006

Printed Name: Jessica Gundry
Title: Executive Director
Date: April 4, 2007

Ron Silvia, Mayor

ATTEST: _____

Connie Hooks, City Secretary

APPROVED:

Glenn Brown, City Manager

Date

Angela M. DeLuca

City Attorney

Date

Jeff Kersten, Chief Financial Officer

Date

STATE OF TEXAS)
)
COUNTY OF BRAZOS)

ACKNOWLEDGMENT

Contract No. 07-015

11

O:\AFY 2007\Outside Agencies\FY07 Contracts\Northgate Dist. Assoc\FY07 Northgate District funding agreement.doc
9/14/2006

This instrument was acknowledged before me on the 4th day of April, 2006, by Jessica Guidry in his/her capacity as Executive Director of Northgate District Association.



Jessica R. Elmore
Notary Public in and for
the State of Texas

STATE OF TEXAS)
)
COUNTY OF BRAZOS)

ACKNOWLEDGMENT

This instrument was acknowledged before me on the _____ day of _____, 2006, by Ron Silvia, in his capacity as Mayor of the City of College Station, a Texas home-rule municipality, on behalf of said municipality.

Notary Public in and for
the State of Texas

Exhibit A
Hotel Tax Revenue Program Report

Please list each scheduled activity, program or event directly funded from the Hotel Tax Revenue.	Please list each scheduled activity, program or event which has its administrative costs funded in whole or in part by the Hotel Tax Revenue.	Please list how the scheduled activity, program or event is directly enhancing and promoting tourism and the convention and hotel industry.	Please itemize funds associated with the particular activity, program or event directly funded from the Hotel Tax Revenue.
1.			
2.			
3.			
4.			
5.			

Exhibit A
Hotel Tax Revenue Program Report

Please list each scheduled activity, program or event directly funded from the Hotel Tax Revenue.	Please list each scheduled activity, program or event which has its administrative costs funded in whole or in part by the Hotel Tax Revenue.	Please list how the scheduled activity, program or event is directly enhancing and promoting tourism and the convention and hotel industry.	Please itemize each amount associated with the particular activity, program or event directly funded from the Hotel Tax Revenue.
6.			
7.			
8.			
9.			
10.			

Exhibit B
Financial Activity Report

Agency Name: _____

Income Statement

Revenue Source	Agency Actual (Non Hotel Tax Revenue)	Agency Actual (Hotel Tax Revenue)	Quarterly Total
Income			
Fees			
Net Sales			
Contributions			
Individual			
Board			
Foundations/trusts			
Special events			
Organizations			
Civic			
Corporate			
Government Revenue			
City of College Station			
City of Bryan			
Brazos County			
Federal			
State			
School district			
Other Local Sources			
Investment Income (div.,int.,cap gains)			
Other:			
In-kind contributions			
Total Income			

Exhibit B
Financial Activity Report

Agency Name: _____

Expense Report

Expense Account	Agency Actual (Non Hotel Tax Revenue)	Agency Actual (Hotel Tax Revenue)	Total
Salaries & Benefits			
Supplies			
Maintenance			
Purchased Services			
Capital Outlay			
Other:			
In-kind expenses			
Total operating Expenses			

Surplus (Deficit)

Fiscal Year	Agency Actual (non Hotel Tax revenue)	Agency Actual (Hotel Tax revenue)	Total
Income/ expenses =			

Explain income statement deficits on an attached sheet.

Exhibit B
Financial Activity Report

Agency Name: _____

(current year as of)

(prior year as of)

ASSETS

CURRENT ASSETS

Cash and cash equivalents

Investments

Receivables

Prepaid expenses

TOTAL CURRENT ASSETS

Property and equipment

Accumulated depreciation

TOTAL PROPERTY AND EQUIPMENT

OTHER ASSETS

TOTAL ASSETS

Exhibit B
Financial Activity Report

Agency Name: _____

LIABILITIES AND FUND BALANCE

	<u>(current year as of)</u>	<u>(prior year as of)</u>
CURRENT LIABILITIES		
Accounts payable	_____	_____
Current portion of long-term debt	_____	_____
Deferred revenue	_____	_____
TOTAL CURRENT LIABILITIES	<u>_____</u>	<u>_____</u>
LONG-TERM DEBT, less current portion	_____	_____
	_____	_____
TOTAL LIABILITIES	<u>_____</u>	<u>_____</u>
FUND BALANCE		
Unrestricted	_____	_____
Temporarily restricted	_____	_____
Permanently restricted	_____	_____
TOTAL FUND BALANCE	<u>_____</u>	<u>_____</u>
TOTAL LIABILITIES AND FUND BALANCE	<u>_____</u>	<u>_____</u>

("TOTAL ASSETS" MUST EQUAL "TOTAL LIABILITIES AND FUND BALANCE")

Note, please provide your most current balance sheet and indicate ending month. Also provide your balance sheet as of the end of month..

Exhibit C
Narrative Summary of Activity Report

Please provide a narrative summary of the activities funded with the Hotel Tax Revenue.
Use additional sheets if more space is needed.

Exhibit D
Performance Measure Report

Northgate District Association

Description & Budget Explanation:

The Northgate District Association will work to promote the Northgate area for shopping, entertainment and living.

Yearly Budget Summary	FY 04 Actual \$0	FY 05 Actual \$0	FY 06 Actual \$0	FY 07 Estimate \$25,000
Quarterly Budget Summary	Quarter 1 Actual \$6,250	Quarter 2 Proposed \$6,250	Quarter 3 Proposed \$6,250	Quarter 4 Proposed \$6,250

Program Name: Northgate District Association

Service Level: The Northgate District Association will work to promote the Northgate area for shopping, entertainment and living.

Performance Measures:	Quarter 1 Actual	Quarter 2 Proposed	Quarter 3 Proposed	Quarter 4 Proposed
Number of special events				
Number of advertising or promotional activities conducted				



Mayor
Ron Silvia
Mayor Pro Tempore
Ben White
City Manager
Glenn Brown

Council Members
John Happ
Ron Gay
Lynn McIlhaney
Chris Scotti
David Ruesink

Draft Minutes
City Council Workshop Meeting
Thursday, April 12, 2007, 3:00 p.m.
City Hall Council Chambers, 1101 Texas Avenue
College Station, Texas

COUNCIL MEMBERS PRESENT: Mayor Silvia, Mayor Pro Tem White, Council members, Happ, Gay, McIlhaney, Scotti

COUNCIL MEMBER ABSENT: Ruesink

STAFF PRESENT: City Manager Brown, City Attorney Cargill Jr., City Secretary Hooks, Assistant City Secretary Casares, Management Team

Mayor Silvia called the meeting to order at 3:05 p.m.

Workshop Agenda Item No. 1 -- Presentation, possible action, and discussion on items listed on the consent agenda.

2a – Presentation, possible action, and discussion awarding a design contract (Contract No. 07-174) to Edwards and Kelcey, in an amount not to exceed \$298,917.00, for the design of Phase I of the new Municipal Cemetery/Aggie Field of Honor; and a resolution declaring intention to reimburse certain expenditures with proceeds from debt.

Director of Parks and Recreation Steve Beachy clarified that the \$7,900,000 includes the land acquisition and development of the Master Plan, and the design and construction of Phase I. The funding would not include future phases of the project.

Chief Financial Officer Jeff Kersten noted that existing Certificate of Obligations would fund the remainder of Phase I. The sale of cemetery lots would reimburse the proceeds from debt. This project would not be included in the 2008 CIP Bond Election.

2c – Presentation, possible action, and discussion regarding the approval of a contract with Chadwick Homeowners Association granting an amount not to exceed \$7,500 in matching funds for a gateway project.

Chief Information Officer Olivia Burnside confirmed that the City of College Station has a Gateway Policy and described the proposed project.

Workshop Agenda Item No. 2 -- Presentation, possible action, and discussion regarding a hand washing demonstration.

Assistant to the City Manager Hayden Migl introduced Ms. Rebecca Henke, a nurse educator of the Scott & White Health Plan. Ms. Henke described topics such as washing hands in the proper way, how often to wash hands, and properly coughing to prevent the spread of germs.

No formal action was taken.

Workshop Agenda Item No. 3 -- Presentation, possible action, and discussion regarding pandemic flu.

Assistant to the City Manager Hayden Migl introduced Dr. Paul Carlton, Director to the Office of Homeland Security for The Texas A&M University System Health Science Center. Dr. Carlton informed the Council of the pandemic threats facing our country, most notably avian flu and stressed the need to educate the public and develop an action plan.

Council member Happ suggested educating all of the City of College Station Departments and meet with key leaders of our community to develop an action plan.

Council member Gay recommended examining the current public health ordinances, modifying our ordinances with stricter regulations, resulting in a cleaner environment.

No formal action was taken.

Council recessed for a short break at 4:24 pm and reconvened the workshop meeting at 5:05 p.m.

Workshop Agenda Item No. 4 -- Council Calendars

Council reviewed the Council Calendar during the regular session.

Workshop Agenda Item No. 5 -- Presentation, possible action, and discussion on future agenda items.

This item was discussed during the regular meeting.

Workshop Agenda Item No. 6 -- Discussion, review and possible action regarding the following meetings: Brazos County Health Dept., Brazos Valley Council of Governments, Cemetery Committee, City Center, CSISD/City Joint Meeting, Design Review Board, Fraternal Partnership, Historic Preservation Committee, Interfaith Dialogue Association, Intergovernmental Committee and School District, Joint Relief Funding Review Committee, Library Committee, Making Cities Livable Conference, Metropolitan Planning Organization, Outside Agency Funding Review, Parks and Recreation Board, Planning and Zoning Commission, Sister City Association, TAMU Student Senate, Research Valley Partnership, Regional

Transportation Committee for Council of Governments, Transportation Committee, Wolf Pen Creek Oversight Committee, Wolf Pen Creek TIF Board, Zoning Board of Adjustments.

This item was discussed during the regular meeting.

Workshop Agenda Item No. 7 -- Executive Session will immediately follow the workshop meeting in the Administrative Conference Room.

At 5:25 p.m., Mayor Silvia announced in open session that the City Council would convene into executive session pursuant to Sections 551.071, 551.086 and 551.087 of the Open Meetings Act to seek the advice of our attorney, to consider economic development negotiations and competitive matters.

Consultation with Attorney {Gov't Code Section 551.071} The City Council may seek advice from its attorney regarding a pending and contemplated litigation subject or settlement offer or attorney-client privileged information. Litigation is an ongoing process and questions may arise as to a litigation tactic or settlement offer, which needs to be discussed with the City Council. Upon occasion the City Council may need information from its attorney as to the status of a pending or contemplated litigation subject or settlement offer or attorney-client privileged information. After executive session discussion, any final action or vote taken will be in public. The following subject(s) may be discussed:

TCEQ Docket No. 2002-1147-UCR, Applications of Brushy Water Supply and College Station (Westside/Highway 60)

TCEQ Docket No. 2003-0544MWD, Application of Nantucket, Ltd.

TXU Lone Star Gas Rate Request.

Cause No. 03-002098-CV-85, *Brazos County, College Station v. Wellborn Special Utility District*
Civil Action No. H-04-4558, U.S. District Court, Southern District of Texas, Houston Division,
College Station v. U.S. Dept. of Agriculture, etc., and Wellborn Special Utility District

Civil Action No. H-04-3876, U.S. District Court, Southern District of Texas, Houston Division,
JK Development v. College Station

GUD No. 9530 – Gas Cost Prudence Review, Atmos Energy Corporation

GUD No. 9560 – Gas Reliability Infrastructure Program (GRIP) rate increases, Atmos Energy Corporation

Cause No. GN-502012, Travis County, *TMPA v. PUC* (College Station filed Intervention 7/6/05)

Cause No. 06-000703-CV-85, *Patricia Moore, et al. v. Ross Stores, Inc., City of College Station, et al.*

Sewer CCN request.

Legal aspects of Lease Agreements for No. 4 Water Well and possible purchase of or lease of another water site from City of Bryan

Civil Action No. H-04-3876, U.S. District Court, Southern District of Texas, Houston Division,
JK Development v. College Station

Cause No. 06-002318-CV-272, 272nd Judicial District Court, Brazos County, Texas,
Taylor Kingsley v. City of College Station, Texas, and Does 1 through 10, inclusive.

Cause No. 484-CC, County Court at Law No. 2, Brazos County, Texas, *City of College Station v. Canyon Creek Partners, Ltd. and First Ag Credit, FLCA.*

Cause No. 485-CC, County Court at Law No. 1, Brazos County, Texas, *City of College Station v. David Allen Weber, et al.*

Bed and Banks applications for College Station and Bryan

Competitive Matter {Gov't Code Section 551.086}; possible action

The City Council may deliberate, vote, or take final action on a competitive matter in closed session. The City Council must make a good faith determination, by majority vote of the City Council, that the matter is a Competitive Matter. A "Competitive Matter" is a utility-related matter that the City Council determines is related to the City of College Station's Electric Utility Competitive Activity, including commercial information, which if disclosed would give advantage to competitors or prospective competitors. The following is a general representation of the subject(s) to be considered as a competitive matter.

Power supply for College Station Electric Utilities

Economic Incentive Negotiations {Gov't Code Section 551.087}; possible action

The City Council may deliberate on commercial or financial information that the City Council has received from a business prospect that the City Council seeks to have locate, stay or expand in or near the city with which the City Council in conducting economic development negotiations may deliberate on an offer of financial or other incentives for a business prospect. After executive session discussion, any final action or vote taken will be in public. The following subject(s) may be discussed:

Spring Creek Business Park

Game Day

Workshop Agenda Item No. 9 -- Final Action on executive session, if necessary.

At 6:50 p.m. Council returned from executive session. No action was taken.

Workshop Agenda Item No. 10 -- Adjourn.

Hearing no objections, the workshop meeting adjourned at 6:52 p.m. on Thursday, April 12, 2007.

PASSED and APPROVED on _____ day of April, 2007.

APPROVED:

Mayor Ron Silvia

ATTEST:

City Secretary Connie Hooks



Mayor
Ron Silvia
Mayor Pro Tempore
Ben White
City Manager
Glenn Brown

Council Members
John Happ
Ron Gay
Lynn McIlhaney
Chris Scotti
David Ruesink

Draft Minutes
City Council Regular Meeting
Thursday, April 12, 2007 at 7:00 p.m.
City Hall Council Chambers, 1101 Texas Avenue
College Station, Texas

COUNCIL MEMBERS PRESENT: Mayor Silvia, Mayor Pro Tem White, Council members, Happ, Gay, McIlhaney, Scotti

COUNCIL MEMBER ABSENT: Ruesink

STAFF PRESENT: City Manager Brown, City Attorney Cargill Jr., City Secretary Hooks, Assistant City Secretary Casares, Management Team

Regular Agenda Item No. 1 -- Pledge of Allegiance, Invocation, Consider absence requests.

Mayor Silvia called the meeting to order at 7:00 p.m. He led the audience in the Pledge of Allegiance. Council member Gay provided the invocation. Council member Happ moved to approve Council member Ruesink's absence request. Mayor Pro Tem White seconded the motion, which carried unanimously, 6-0.

FOR: Silvia, White, Happ, Gay, McIlhaney, Scotti
AGAINST: None

Mayor Silvia expressed thanks, appreciation and gratitude to the TAMU student organizers of the Big Event.

Mayor Silvia and City Manager Glenn Brown recognized the Human Resources Department receiving the National League of Cities Award for the Community Respect Program.

Hear Visitors:
No one spoke.

Consent Agenda

Mayor Pro Tem White moved to approve Consent Agenda Items 2a-2k. Council member McIlhaney seconded the motion, which carried unanimously, 6-0.

FOR: Silvia, White, Happ, Gay, McIlhaney, Scotti,

AGAINST: None

ABSENT: Ruesink

2a Approved by common consent **Resolution No. 4-12-2007-2a** awarding a design contract (Contract No. 07-174) to Edwards and Kelcey, Inc., in an amount not to exceed \$498,917.00, for the design of Phase I of the new Municipal Cemetery/Aggie Field of Honor; and **Resolution No. 4-12-2007-2a-b** declaring intention to reimburse certain expenditures with proceeds from debt.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, SELECTING A PROFESSIONAL CONTRACTOR, APPROVING A PROFESSIONAL SERVICES CONTRACT AND AUTHORIZING THE EXPENDITURE OF FUNDS FOR THE PRELIMINARY AND FINAL DESIGN OF THE NEW MUNICIPAL CEMETERY AND AGGIE FIELD OF HONOR PROJECT.

A RESOLUTION DECLARING INTENTION TO REIMBURSE CERTAIN EXPENDITURES WITH PROCEEDS FROM DEBT.

2b Approved by common consent **Ordinance No. 2971** approving a non-exclusive gas and oil gathering franchise agreement with Energy Transfer Corporation.

AN ORDINANCE GRANTING THE ETC TEXAS PIPELINE, LTD., ITS SUCCESSORS AND ASSIGNS, A FRANCHISE TO GATHER, COLLECT, RECEIVE, TRANSPORT FOR COLLECTION AND STORE OIL, GAS, OR OTHER FLUIDS USED OR PRODUCED IN CONNECTION WITH OIL AND GAS GATHERING OPERATIONS IN AND AROUND COLLEGE STATION, TEXAS AND TO OCCUPY THE PUBLIC RIGHTS-OF-WAY OF THE CITY OF COLLEGE STATION WITH ITS FACILITIES FOR THAT PURPOSE, PROVIDING FOR THE PAYMENT OF A FEE OR CHARGE FOR THE USE OF STREETS ALLEYS AND PUBLIC WAYS, PROVIDING THAT IT SHALL BE IN LIEU OF OTHER FEES AND CHARGES, EXCEPTING AD VALOREM TAXES, PRESCRIBING THE TERMS, CONDITIONS, OBLIGATIONS, AND LIMITATIONS UNDER WHICH SAID FRANCHISE SHALL BE EXERCISED; REPEALING ALL PREVIOUS ETC TEXAS PIPELINE, LTD, FRANCHISE ORDINANCE AND ORDINANCES IN CONFLICT HEREWITH, REQUIRING COMPLIANCE WITH ALL REGULATORY ORDINANCES OF THE CITY, PROVIDING A SAVINGS CLAUSE, A SEVERABILITY CLAUSE, AND AN EFFECTIVE DATE.

2c Approved by common consent a contract with Chadwick Homeowners Association granting an amount not to exceed \$7,500 in matching funds for a gateway project.

2d Approved by common consent a contract for Delinquent Account Collections for Utilities, Municipal Court Fines/Fees, Ambulance Services and other miscellaneous

revenue for an estimated annual expenditure of \$100,000.00 to McCreary, Veselka, Bragg & Allen, P.C.

2e Approved by common consent a consultant contract (Contract No. 07-164) with Black and Veatch Corporation in the amount not to exceed \$108,300 for engineering service for a Transmission System Fault and Coordination Study of College Station's Electric Transmission System.

2f Approved by common consent **Resolution No. 4-12-2007-2f** to ratify an expenditure of \$200,828 for construction services provided by JaCody, Inc., to repair storm damage and to prevent erosion and loss of City infrastructure in the Upper Trails of Wolf Pen Creek and approval of a construction contract for the work performed.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING A CONSTRUCTION CONTRACT AND RATIFYING THE EXPENDITURE OF FUNDS FOR THE WOLF PEN CREEK DRAINAGE RESTORATION – SD0704 (“PROJECT”)

2g Approved by common consent a real estate contract in the amount of \$50,000 authorizing the purchase of a 20' wide public utility easement needed for the Water Service Extension Project. The property is owned by Texas Hotel Management, L. P. and is located on the west side of SH 6, at the corner of WD Fitch Parkway.

2h Approved by common consent a services contract, RFP 07-034, outsourcing the Printing and Mailing of Utility Bills, late notices and inserts for an estimated annual expenditure of \$55,000 to Sungard EXP-Mailing.

2i Approved by common consent **Resolution No. 4-12-2007-2i** appointing election officials for the May 12, 2007 general and special elections.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, BRAZOS COUNTY, STATE OF TEXAS, APPOINTING THE ELECTION OFFICIALS FOR THE MAY 12, 2007, GENERAL AND SPECIAL ELECTIONS, SETTING THE RATE OF PAY AND THE MAXIMUM NUMBER OF CLERKS FOR EACH POLLING PLACE.

2j Approved by common consent an interlocal agreement between the City of College Station, CSISD, and Brazos County for special statewide constitutional amendment election on May 12, 2007.

2k Approved by common consent minutes for the City Council Workshop and Regular Meeting on March 22, 2007, Special Council Meeting on February 1, 2007 and Council Retreat on February 27, 2007.

Regular Agenda Item No. 1 -- Public hearing, presentation, possible action, and discussion on an ordinance amending Chapter 3, Building Regulations”, of the Code of Ordinances of the City of College Station, Texas by adopting the 2006

International Building Code with related amendments and the 2005 National Electrical Code with related amendments.

Building Official Chris Haver described the proposed ordinance amending Chapter 3, Building Regulations, of the Code of Ordinances and related amendments to the International Building Code and 2005 National Electrical Code. The Construction Board of Adjustments and Appeals and staff recommended approval.

Mayor Silvia opened the public hearing.

No one spoke.

Mayor Silvia closed the public hearing.

Council member Happ moved to approve **Ordinance No. 2972** amending Chapter 3, Building Regulations", of the Code of Ordinances of the City of College Station, Texas by adopting the 2006 International Building Code with related amendments and the 2005 National Electrical Code with related amendments. Mayor Pro Tem White seconded the motion, which carried unanimously, 6-0.

FOR: Silvia, White, Happ, Gay, McIlhaney, Scotti,

AGAINST: None

ABSENT: Ruesink

AN ORDINANCE AMENDING CHAPTER 3, "BUILDING REGULATIONS," OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY AMENDING CERTAIN SECTIONS; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

Regular Agenda Item No. 2 -- Public hearing, presentation, possible action, and discussion on an ordinance amending Chapter 6, "Fire Protection", of the Code of Ordinances of the City of College Station, Texas by amending certain sections as set out, adopting the 2006 International Fire Code with related amendments and the 2006 NFPA Life Safety Code.

Staff removed this item to a future agenda.

Regular Agenda Item No. 3 -- Presentation, possible action, and discussion regarding an update on the Comprehensive Planning process.

Lance Simms, Acting Director of Planning and Development Services provided an overview of the results of the Comprehensive Plan community survey. Deputy City Manager Terry Childers described the Comprehensive Plan Vision Statement and a project schedule for Phase I.

No formal action was taken.

Regular Agenda Item No. 4 -- The City Council may convene the executive session following the regular meeting to discuss matters posted on the executive session agenda for April 12, 2007.

Council completed the executive session prior to the regular meeting.

Regular Agenda Item No. 5 -- Final action on executive session, if necessary.

No action was taken.

Workshop Agenda Item No. 4 -- Council Calendars

Council reviewed upcoming events and meetings.

Workshop Agenda Item No. 5 -- Presentation, possible action, and discussion on future agenda items.

Council member Happ requested a workshop agenda item regarding a status report of TxDOT Transportation Projects (reprioritization). Council member McIlhaney seconded the motion, which carried unanimously, 6-0.

FOR: Silvia, White, Happ, Gay, McIlhaney, Scotti

AGAINST: None

ABSENT: Ruesink

Mayor Pro Tem White requested a joint meeting with the College Station Independent School Board regarding the pandemic flu. Council member Happ seconded the motion, which carried unanimously, 6-0.

FOR: Silvia, White, Happ, Gay, McIlhaney, Scotti,

AGAINST: None

ABSENT: Ruesink

Council member Scotti requested an agenda item regarding the board membership structure for Convention and Visitors Bureau, Research Valley Partnership and the Arts Council. Council member Gay seconded the motion, which carried unanimously, 6-0.

FOR: Silvia, White, Happ, Gay, McIlhaney, Scotti,

AGAINST: None

ABSENT: Ruesink

Workshop Agenda Item No. 6 -- Discussion, review and possible action regarding the following meetings: Brazos County Health Dept., Brazos Valley Council of Governments, Cemetery Committee, City Center, CSISD/City Joint Meeting, Design Review Board, Fraternal Partnership, Historic Preservation Committee, Interfaith Dialogue Association, Intergovernmental Committee and School District, Joint Relief Funding Review Committee, Library Committee, Making Cities Livable Conference, Metropolitan Planning Organization, Outside Agency Funding Review, Parks and Recreation Board, Planning and Zoning Commission, Sister City

Association, TAMU Student Senate, Research Valley Partnership, Regional Transportation Committee for Council of Governments, Transportation Committee, Wolf Pen Creek Oversight Committee, Wolf Pen Creek TIF Board, Zoning Board of Adjustments.

Mayor Pro Tem White provided an update from the Student Senate meeting.

Council member Scotti provided information regarding potential sites for an Industrial Park.

Mayor Silvia made comments from his attendance of the Metropolitan Planning Organization and the Brazos Valley Council of Government meetings.

Regular Agenda Item No. 6 --Adjourn.

Hearing no objections, the meeting adjourned at 8:50 p.m. on Thursday, April 12, 2007.

PASSED AND APPROVED this ____ day of April, 2007.

APPROVED:

Mayor Ron Silvia

ATTEST:

City Secretary Connie Hooks

**26 April 2007
Regular Agenda
Fairfield Rezoning**

To: Glenn Brown, City Manager

From: Lance Simms, Acting Director of Planning & Development Services

Agenda Caption: Public hearing, presentation, possible action, and discussion on an ordinance rezoning 16.036 acres from R-1 (Single-Family Residential) to R-4 (Multi-Family Residential) generally located on the north side of Harvey Mitchell Parkway South between Holleman Drive West and Jones-Butler Road.

Recommendation(s): The Planning & Zoning Commission unanimously voted to recommend approval of the request at their meeting on 5 April 2007. Staff also recommends approval of the request.

Summary: The applicant is requesting a rezoning to R-4 (Multi-Family Residential) in order to develop the property as an apartment complex. The property is bound by the Zone Apartments and John Crompton Park to the north, vacant R-1 zoned property to the east, vacant R-4 zoned property to the west and Harvey Mitchell Parkway S. to the south.

Comprehensive Plan Considerations: The subject property is identified as Residential-Attached with a small portion as Floodplains & Streams on the Land Use Plan. The area identified as Floodplains & Streams does not lie within a special flood hazard area, nor can it serve as an expansion of John Crompton Park due to the extension of Jones-Butler Road.

Holleman Drive and the portion of Jones-Butler Road that borders this property are classified as major collectors. Harvey Mitchell Parkway South is classified as a Freeway/Expressway on the Thoroughfare Plan. This request is in compliance with the Comprehensive Plan.

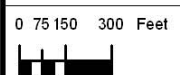
Currently there are 1,175 acres of Residential Attached on the Comprehensive Plan and 1,387 acres zoned R-4 Multi-Family or R-6 High Density Multi-Family. Additionally, there are 887 acres developed as a multi-family use among all zoning districts.

Item Background: The subject property was annexed in 1970 and subsequently zoned R-1 Single-Family Residential. The property is currently unplatted. Jones-Butler Road is currently under construction and scheduled be completed by the end of May 2007.

Budget & Financial Summary: None requested.

Attachments:

1. Small Area Map & Aerial Map
2. Infrastructure & Facilities
3. Letter from Applicant
4. Ordinance



FAIRFIELD

Case:

07-049

REZONING



DEVELOPMENT REVIEW

FAIRFIELD

Case:

07-049

REZONING

FAIRFIELD REZONING INFRASTRUCTURE AND FACILITIES

Water: The subject property is supported by an 8-in, 18-in, and 24-in main located along the Jones-Butler extension opposite the property. There is a 6-in main extension to the property along the Jones-Butler extension. There is an existing 8-in main located along Holleman Drive opposite the property.

Sewer: The subject property is supported by an existing 15-in main located along the northwest property line and along Holleman Drive.

Streets: The subject property is located at the northwest corner of the FM 2818/Jones-Butler extension intersection. FM 2818 (Harvey Mitchell Parkway South) is classified as Freeway on the City's Thoroughfare Plan. Jones-Butler is classified as a Major Collector on the City's Thoroughfare Plan.

Off-site Easements: None known at this time.

Drainage: The subject property is located in the Bee Creek Tributary "B" Drainage Basin.

Flood Plain: The subject property is located adjacent to a Zone X Shaded area as indicated on FEMA FIRM Panel 182C. This area is not considered a special flood hazard area per FEMA.

Oversize request: None known at this time.

Impact Fees: None



3:26:01
10100
07-49
83

College Station P&Z and Council
c/o Development Services
1101 Texas Avenue South
College Station, Texas 77840

March 26, 2007

Re: Fairfield Rezoning at the northwest corner of FM2818 and Jones-Butler

Dear Planning & Zoning Commission and Council,

We are requesting a rezoning of a Portion of a 134.041 Acre Tract from the Crawford Burnett Survey consisting of 16.036 acres from R-1, Single Family to R-4, Multi-Family. This tract of land is located on the northwestern corner of Jones-Butler Road extension and FM 2818. The R-1 zone currently on the property was the holding zone placed on the property at the time it was annexed. The Comprehensive Plan does not depict that this property should be developed as Single Family, rather it depicts the bulk of this property as Residential Attached, consistent with our rezoning request. The property will have frontage on the future Jones-Butler roadway that is currently under construction.

We appreciate your review and look forward to discussing this further with you at your meeting. Please do not hesitate to call if we can answer any questions or clarify our concerns.

Sincerely,



Veronica J.B. Morgan, P.E.
Managing Partner

Cc: file

Larry Lee, Fairfield Residential
Bruce Smith, TLS Properties, LTD

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 12, "UNIFIED DEVELOPMENT ORDINANCE," SECTION 4.2, "OFFICIAL ZONING MAP," OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY CHANGING THE ZONING DISTRICT BOUNDARIES AFFECTING CERTAIN PROPERTIES AS DESCRIBED BELOW; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS:

PART 1: That Chapter 12, "Unified Development Ordinance," Section 4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas, be amended as set out in Exhibit "A", attached hereto and made a part of this ordinance for all purposes.

PART 2: That any person, firm, or corporation violating any of the provisions of this chapter shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punishable by a fine of not less than Twenty-five Dollars (\$25.00) nor more than Two Thousand Dollars (\$2,000.00). Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense. Said Ordinance, being a penal ordinance, becomes effective ten (10) days after its date of passage by the City Council, as provided by Section 35 of the Charter of the City of College Station.

PASSED, ADOPTED and APPROVED this 26th day of April, 2007.

APPROVED:

RON SILVIA, Mayor

ATTEST:

Connie Hooks, City Secretary

APPROVED:



City Attorney

EXHIBIT "A"

That Chapter 12, "Unified Development Ordinance," Section 4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas, is hereby amended as follows:

The following property is rezoned from R-1 Single Family Residential to R-4 Multi-Family Residential:

16.036 Acres
Crawford Burnet Survey, Abstract No. 7
College Station, Brazos County

BEING 16.036 ACRES OF LAND, SURVEYED BY LANDESIGN SERVICES, INC., OUT OF THE CRAWFORD BURNET SURVEY, ABSTRACT NO. 7, BRAZOS COUNTY, TEXAS AND BEING A PORTION OF EXHIBIT A, ITEM 2-3, CALLED 134.041 ACRES, CONVEYED TO TLS PROPERTIES, LTD., RECORDED IN VOLUME 3022, PAGE 187, AND IN VOLUME 3091, PAGE 243, BOTH OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS IN EXHIBIT 'B' AND GRAPHICALLY SHOWN IN EXHIBIT 'C.'

**Landesign Services, Inc.**

555 Round Rock West Drive
Bldg. D, Suite 170
Round Rock, Texas 78681
512-238-7901 office
512-238-7902 fax

METES AND BOUNDS DESCRIPTION

BEING 16.036 ACRES OF LAND, SURVEYED BY LANDESIGN SERVICES, INC., OUT OF THE CRAWFORD BURNET SURVEY, ABSTRACT NO. 7, BRAZOS COUNTY, TEXAS, AND BEING A PORTION OF EXHIBIT A, ITEM 2-3, CALLED 134.041 ACRES, CONVEYED TO TLS PROPERTIES, LTD., RECORDED IN VOLUME 3022, PAGE 187, AND IN VOLUME 3091, PAGE 243, BOTH OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2 inch iron rebar with cap marked "LANDESIGN" set in the north right of way line of Harvey Mitchell Parkway (FM 2818)(R.O.W width varies) at its intersection with the northwest line of said 134.041 acres, being the southeast corner of a remainder of a called 58.30 acre tract of land conveyed to ARAPAHO, LTD. in Warranty Deed recorded in Volume 354, Page 416 of the Deed Records of Brazos County, Texas, from which a 1/2 inch rebar found in said north right of way line at its intersection with the east right of way line of Holleman Drive (60 foot R.O.W.), bears S85°31'02"W a distance of 32.40 feet;

THENCE North 41°28'12" East along the northwest line of said 134.041 acres and the southeast line of said 58.30 acre tract, passing a 1/2 inch iron rebar found for the southeast corner of Lot 2, Block A, Holleman Village Addition, a subdivision in Brazos County, Texas recorded in Volume, 3613, Page 285 of the Deed Records of Brazos County, Texas at a distance of 425.40 feet and continuing for a total distance of 1358.69 feet to a 1/2 inch iron rebar found in the southwest right of way line of Jones-Butler Road (90 foot R.O.W.) for the most easterly corner of said Lot 2, Block A, Holleman Village Addition and the most westerly corner of a called 0.38 acre tract of land conveyed to the City of College Station, Texas in Warranty Deed recorded in Volume 5064, Page 67 of the Official Public Records of Brazos County, Texas, from which a 1/2 inch iron rebar found for the most northerly corner of said Lot 2, Block A, Holleman Village Addition bears North 48°06'17" West (record: North 45°40'52" West - 730.61 feet) a distance of 730.53 feet;

THENCE along the southwest right of way line of said Jones-Butler Road (90 foot R.O.W.) and a curve to the right, having a radius of 1684.66 feet (record: 1684.66 feet), a delta angle of 13°31'26", a length of 397.64 feet and a chord which bears South 41°20'05" East a distance of 396.72 feet to a 1/2 inch iron rebar found at the

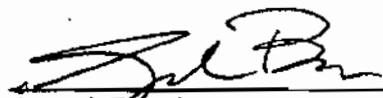
intersection of the southwest right of way line of said Jones-Butler Road (90 foot R.O.W.) and the west line of a called 9.08 acre tract conveyed to the County of Brazos by Missouri Pacific Railroad Company in document recorded in Volume 272, Page 425 of the Deed Records of Brazos County, Texas;

THENCE South 22°03'44" East along the west line of said 9.08 acre tract a distance of 641.56 feet to a 1/2 inch iron rebar with cap marked "LANDESIGN" set at the intersection of the west line of said 9.08 acre tract and the north right of way line of Harvey Mitchell Parkway (FM 2818)(R.O.W width varies);

THENCE along the north right of way line of Harvey Mitchell Parkway (FM 2818)(R.O.W width varies) the following four (4) courses:

1. South 88°18'02" West (record: South 89°09' West - 233.4 feet) a distance of 228.91 feet to a Type 1 highway right of way monument found;
2. South 83°48'02" West (record: South 86°21' West - 226.3 feet) a distance of 226.30 feet to a 1/2 inch iron rebar with cap marked "LANDESIGN" set, from which a Type 1 highway right of way monument found bears North 72°03' East a distance of 3.5 feet;
3. South 83°14'02" West (record: South 85°47' West - 500.0 feet) a distance of 500.00 feet to a calculated point, from which a Type 1 highway right of way monument found bears North 17°13' East a distance of 0.8 feet;
4. South 85°31'02" West (record: South 88°04' West - 444.0 feet) a distance of 453.84 feet to the POINT OF BEGINNING.

This parcel contains 16.036 acres of land, more or less, out of the CRAWFORD BURNET SURVEY, Abstract No. 7, Brazos County, Texas. Description prepared from an on-the-ground survey made during January, 2007. All bearings are based on the Texas State Plane Coordinate System, Central Zone (NAD 83).



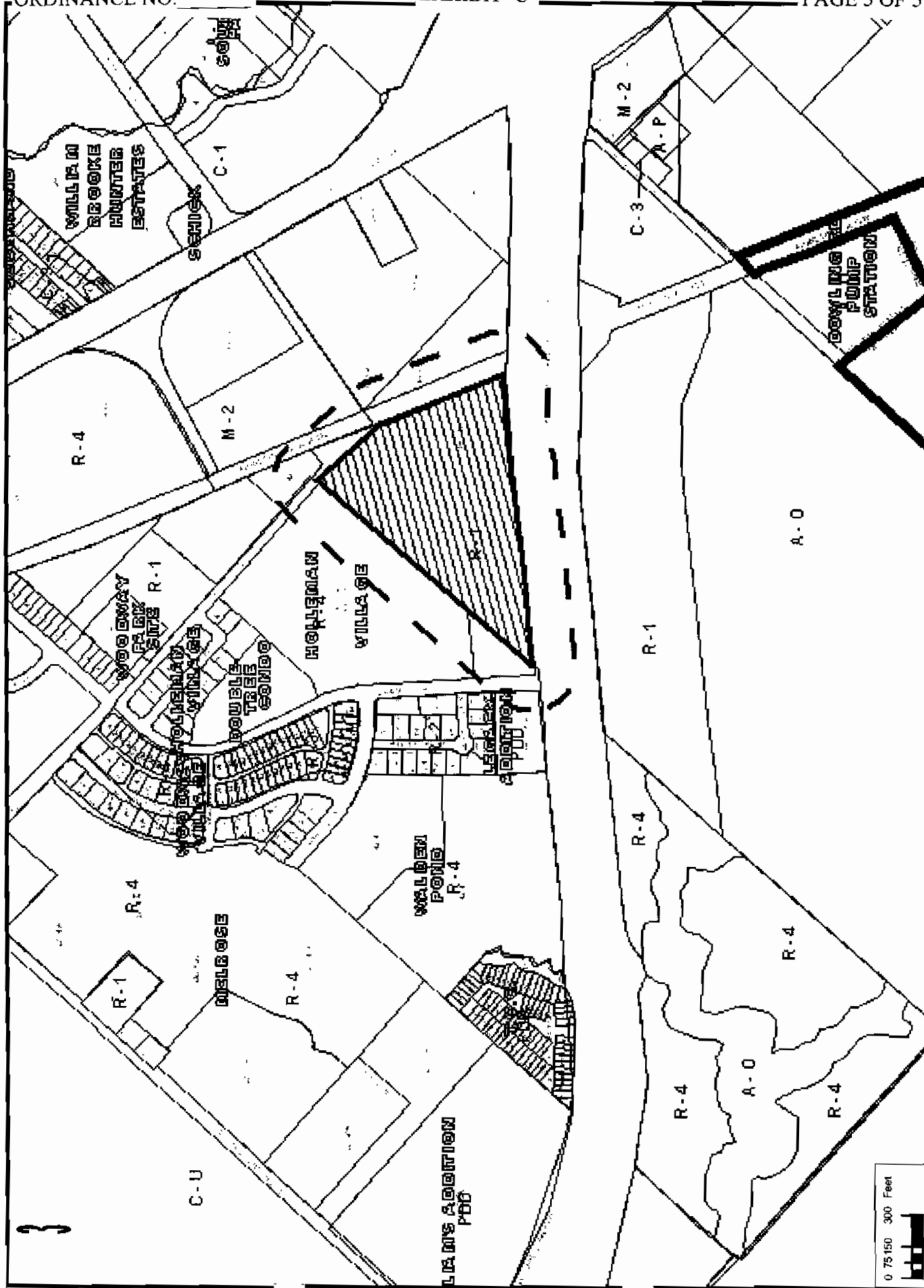
Joseph Beavers
Registered Professional Land Surveyor
State of Texas No. 4938

5 FEB 07

Date



Project Number: 031-07-002
Attachments: Survey Drawing L:\17 ac FM 2818\DGNS\ 03102FINAL.dgn
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Created on February 1, 2007



REZONING

Case: 07-049

FAIRFIELD

DEVELOPMENT REVIEW



**April 26, 2007
Regular Agenda**

Ch. 12 Unified Development Ordinance - Visibility Triangles at Intersections

To: Glenn Brown, City Manager

From: Mark Smith, Director of Pubic Works

Agenda Caption: Public hearing, presentation, possible action and discussion of an ordinance amending City of College Station Code of Ordinances Chapter 12: Unified Development Ordinance, Section 7.1.C: Visibility at Intersections in all Districts.

Recommendation(s): Staff recommends approval of this ordinance amendment.

Summary: This ordinance proposes to amend City of College Station Code of Ordinances Chapter 12: Unified Development Ordinance by completely replacing the language and deleting the exhibit in Section 7.1.C: Visibility at Intersections in all Districts.

This amendment proposes to utilize visibility triangle guidelines provided by the American Association of State Highway and Transportation Officials (AASHTO). The AASHTO guidelines for the visibility triangles are currently required in B/CS Unified Design Street Guidelines. There is no cost associated with this ordinance amendment.

Budget & Financial Summary: N/A

Attachments:

1. Ordinance

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 12, "UNIFIED DEVELOPMENT ORDINANCE," SECTION 7.1.C, "VISIBILITY AT INTERSECTIONS IN ALL DISTRICTS," OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY AMENDING CERTAIN SECTIONS AS SET OUT BELOW.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS:

- PART 1: That Chapter 12, "Unified Development Ordinance," Section 7.1.C, "Visibility at Intersections in All Districts," of the Code of Ordinances of the City of College Station, Texas, be amended as set out in Exhibit "A", attached hereto and made a part of this ordinance for all purposes.
- PART 2: That if any provisions of any section of this ordinance shall be held to be void or unconstitutional, such holding shall in no way effect the validity of the remaining provisions or sections of this ordinance, which shall remain in full force and effect.
- PART 3: That any person, firm, or corporation violating any of the provisions of this chapter shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punishable by a fine of not less than Twenty-five Dollars (\$25.00) nor more than Two Thousand Dollars (\$2,000.00). Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense. Said Ordinance, being a penal ordinance, becomes effective ten (10) days after its date of passage by the City Council, as provided by Section 35 of the Charter of the City of College Station.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2007.

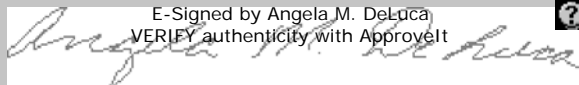
APPROVED:

RON SILVIA, Mayor

ATTEST:

Connie Hooks, City Secretary

APPROVED:

E-Signed by Angela M. DeLuca
VERIFY authenticity with ApproveIt


City Attorney

EXHIBIT “A”

That Chapter 12, “Unified Development Ordinance,” Section 7.1.C, “Visibility at Intersections in All Districts,” of the Code of Ordinances of the City of College Station, Texas, is hereby amended by deleting Section 7.1.C in its entirety, including the exhibit, and replacing it to read as follows:

“C. Visibility at Intersections in all Districts

Within a departure sight triangle as defined by the latest edition of the American Association of State Highway & Transportation Officials’ (AASHTO) “A Policy on Geometric Design of Highways and Streets”, nothing shall be erected, placed, planted, or allowed to grow in such a manner that would obstruct the drivers' view at intersections. Sight triangles shall apply to street intersections, commercial driveways, and multifamily driveways. Obstacles prohibited include but are not limited to: fences, walls, entry signage, structures, buildings, hedges, etc. However, fences, walls, and/or hedges that do not impair vision from three feet to nine feet above the curb may be permitted with the approval of the City Engineer. Required public use facilities such as fire hydrants, traffic signage, utility structures, etc. are exempted.”

April 26, 2007
Regular Agenda Item #
Ordinance change for Fire and Life Safety Codes

To: Glenn Brown, City Manager

From: Eric Hurt, Fire Marshal

Agenda Caption: Public Hearing, Presentation, possible action and discussion on an ordinance amending Chapter 6, "Fire Protection", of the Code of Ordinances of the City of College Station, Texas by amending certain sections as set out, adopting the 2006 International Fire Code with related amendments and the 2006 NFPA Life Safety Code.

Recommendation: Staff recommends approval of the 2006 International Fire Code and the NFPA Life Safety Code.

Summary: The City of College Station currently uses the 2003 edition of the International Fire Code and the 2003 NFPA Life Safety Code. The International Code Council and NFPA issue updated code editions every three years. The changes included in the 2006 edition of the International Fire Code will help clarify intent and provide for the use of the latest fire protection systems and provide updated life safety protection requirements. Information has been shared with members of the Construction Community through previous presentations of the 2006 Building Code adoption process and during a presentation to the Construction Board of Adjustments and Appeals held on April 23, 2007. The adoption of the 2006 International Fire Code and the NFPA Life Safety Code is a key component of the Planning and Development Vision Statement, and the Core Values to promote the health, safety and general well being of the community as outlined in the City's Strategic Plan.

Attachments:

1. Summary of Fire Code and Life Safety changes
2. Ordinance Chapter six (Fire Protection)

Significant Changes in the 2006 International Fire Code

Many of the changes between the 2003 IFC and the 2006 IFC were merely housekeeping changes to provide better clarification of the codes. A few of the local amendments in chapter 6 of the Code of Ordinances required section numbers to be changed to match the 2006 IFC.

Significant Changes:

- 1) Section 903.2.1.2 Group A-2 lowers the occupant load from 300 to 100 before a automatic fire sprinkler system is required.

Result: Group A-2 occupancies include Night Clubs, Banquet Halls, Restaurants, Taverns and Bars to be sprinklered if they have a rated occupancy of 100 or more.

- 2) Section 903.1 Group R requires that all residential occupancies be equipped with an automatic fire sprinkler system including one and two family homes.

Result: This section is deleted due to the great number of concerned local developers and builders over the cost associated with this type of ordinance.

- 3) Section 2209 received numerous changes and additions to the requirements for Hydrogen Motor Fuel Dispensing and Generation Facilities.

Result: The changes to the section are the result of the International Code Council keeping up with the safety concerns for new emerging motor fuels.

Significant Changes to the National Fire Protection Association's Life Safety Code 101:

- 1) Section 24.3.5.1 Requires that all new one and two family dwellings be protected throughout by an approved automatic fire sprinkler system.

Result: This section is deleted due to the great number of concerned local developers and builders over the cost associated with this type of ordinance.

- 2) Section 43.6.4.1 required an automatic fire sprinkler system be installed in a multi story building on a floor and all floors below that is being rehabilitated by over 50%.

Result: This section was deleted and amended by the following:

In a building with rehabilitation work areas involving over 50% of the aggregate building area an automatic fire sprinkler system shall be installed to the code applicable to new construction for this type of occupancy.

- 3) Section 43.6.4.2 required if a single story in a structure is rehabilitated by over 50% that single story shall be equipped with an approved automatic sprinkler system.

Result: The amendment to section 43.6.4.1 replaces this section.

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 6, "FIRE PROTECTION", OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY AMENDING CERTAIN SECTIONS AS SET OUT BELOW; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS:

- PART 1: That Chapter 6, "Fire Protection", of the Code of Ordinances of the City of College Station, Texas, be amended as set out in Exhibit "A", attached hereto and made a part of this ordinance for all purposes.
- PART 2: That if any provisions of any section of this ordinance shall be held to be void or unconstitutional, such holding shall in no way effect the validity of the remaining provisions or sections of this ordinance, which shall remain in full force and effect.
- PART 3: That any person, firm, or corporation violating any of the provisions of this chapter shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punishable by a fine of not less than Twenty-five Dollars (\$25.00) nor more than Two Thousand Dollars (\$2,000.00). Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense. Said Ordinance, being a penal ordinance, becomes effective ten (10) days after its date of passage by the City Council, as provided by Section 35 of the Charter of the City of College Station.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2007.

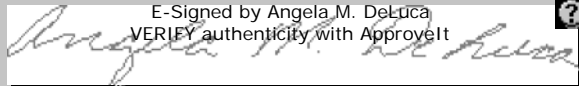
APPROVED:

RON SILVIA, Mayor

ATTEST:

Connie Hooks, City Secretary

APPROVED:

E-Signed by Angela M. DeLuca
VERIFY authenticity with ApproveIt


City Attorney

EXHIBIT "A"

That Chapter 6, "Fire Protection", Section 1, "Fire Prevention Code", of the Code of Ordinances of the City of College Station, Texas, is hereby replaced in its entirety, as set out hereafter to read as follows:

SECTION 1: FIRE PREVENTION CODE**A. INTERNATIONAL FIRE CODE ADOPTED**

- (1) The 2006 edition of the International Fire Code, including Appendix Chapters B, C, D, E, F and G, as published by the International Code Council. Said Code is hereby adopted to the same extent as though such Code were copied at length herein, subject however to the omissions, additions, supplements, and amendments contained in this section.
- (2) The Life Safety Code Handbook, specifically the 2006 Edition published by the National Fire Protection Association, a copy of which is on file in the office of the City Secretary of the City of College Station, Texas, is hereby adopted and designated as the life safety code of the City of College Station. Said code is adopted to the same extent as though such code was copied at length herein, subject however to the omissions, additions, supplements, and amendments contained in this section.

B. AMENDMENTS TO THE INTERNATIONAL FIRE CODE

The International Fire Code, as referred to above is hereby amended as follows:

- (1) Section 101 (General) is amended by adding Section 101.6 to read as follows:

Section 101.6 (Emergency Vehicle Egress):
No part of any commercial structure will be located outside the limits of a one hundred fifty foot (150') arc from a point where fire apparatus can operate. Fire apparatus will operate on surfaces designed for such and may utilize public right-of-way, approved fire lanes and/or drive access ways to meet this one hundred and fifty foot limit but in no case shall the truck travel route be measured across grass, wooded or landscaped areas, over curbs, through fences, through ditches or across paved areas which are not designed and maintained as fire lanes".
- (2) Section 108 is amended by deleting the section in its entirety.
- (3) Section 109.3 (Violation Penalties) is amended by deleting the section in its entirety and replacing with the following:

Section 109.3 (Violation Penalties)
Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter, repair or do work in violation of the approved construction documents or directive of the Fire Official, or of a permit or certificate used under provisions of this code, shall be guilty of a misdemeanor, punishable by a fine as described in Chapter 1 section 5 of the College Station Code of Ordinances.
- (4) Section 202 (General Definitions) is amended by adding "Tutorial Services" under the definition of "Occupancy Classification Assembly Group A-3".
- (5) Section 308.3.1 (Open Flame Cooking Devices) is amended by deleting exception 2.
- (6) Section 308.3.1.1 (Liquid-Petroleum-Gas-Fueled cooking devices) is amended by deleting the section in its entirety and replacing with the following:

Section 308.3.1.1 (Liquid-Petroleum-Gas-Fueled cooking devices)

LP-gas burners shall not be located on combustible balconies or within 10 feet (3048 mm) of combustible construction. Exception: One- and two- family dwellings.

- (7) Section 501.4 (Timing of Installation) is amended by adding the following text at the end of the section: "There shall be no combustible, flammable or ignitable materials placed on site, lot or subdivision where waterlines, fire hydrants and/or all weather access roads capable of supporting emergency vehicles with an imposed load of at least 75,000 pounds as required by this code or other adopted code or ordinances are completed, accepted and inservice."
- (8) Section 503.2.1 (Dimensions) is amended by replacing "13 feet 6 inches" with "14 feet".
- (9) Section 503.2.5 (Dead Ends) is amended by replacing "150 feet" with "100 feet".
- (10) Section 503.3 (Marking) is amended by deleting the section in its entirety and replacing with the following:

Section 503.3 (Marking)

The owner, manager, or person in charge of any building or property to which fire lanes have been approved or required by engineering shall mark and maintain said fire lanes in the following manner:

All curbs and curb ends shall be painted red with four inch (4") white lettering stating "FIRE LANE - NO PARKING - TOW AWAY ZONE". Wording may not be spaced more than fifteen feet (15') apart.

In areas where fire lanes are required but no continuous curb is available, one of the following methods shall be used, in conjunction with the curb markings, to indicate that the fire lane is continuous:

Option #1: A sign twelve inches (12") wide and eighteen inches (18") in height shall be mounted in a conspicuous location at each entrance to the property. (See Diagram No. 1 for specifications on colors and lettering.)

Option #2: From the point the fire lane begins to the point the fire lane ends, including behind all parking spaces which adjoin a fire lane, shall be marked with one continuous eight inch (8") red stripe painted on the drive surface behind the parking spaces. All curbing adjoining a fire lane must be painted red. Red stripes and curbs will contain the wording "FIRE LANE - NO PARKING- TOW AWAY ZONE", painted in four inch (4") white letters. ("Figure A" in Ordinance No 1630 illustrates striping on drive surface behind parking spaces.)

In those cases where curb markings are not possible or where signs would in the Fire Official's opinion work more effectively, the Fire Marshal may require signs in lieu of curb markings.

The use of the color red to mark or stripe any curb or parking area (other than fire lanes) is prohibited within the City of College Station."

- (11) Section 503 (Fire Apparatus Access Roads) is amended by adding Sections 503.3.1 (Fire Lane Signs; Tow-Away Zone Signs), 503.3.2 (Destruction of Fire Lane and Tow-Away Signs), 503.3.3 (Abandonment or Closing) and 503.3.4 (Authority Under Emergency Conditions) to read as follows:

503.3.1 (Fire Lane Signs; Tow-Away Zone Signs)

The owner, manager, or person in charge of any building to which fire lanes have been approved by the Engineering Division shall post and maintain appropriate signs in conspicuous places along such fire lanes stating "No Parking - Fire Lane". Such signs

shall be twelve inches (12") wide and eighteen inches (18") high, with a companion sign twelve inches (12") wide and six inches (6") high stating "Tow-Away Zone".

Any "No Parking - Fire Lane" or "Tow-Away Zone" sign shall be painted on a white background with symbols, letters and border in red. Drawings and samples of such signs may be obtained from the Fire Department of the City of College Station. Standards for mounting, including but not limited to, the height above the grade at which such signs are to be mounted, shall be as adopted by the Fire Official of College Station.

Section 503.3.2 (Destruction of Fire Lane or Tow-Away Signs)

It is hereby unlawful for any person without lawful authority to attempt or in fact alter, destroy, deface, injure, knock down, or remove any sign designating a fire lane or tow-away zone erected under the terms of this code, or to deface a curb marking in any way.

Section 503.3.3 (Abandonment or Closing)

No owner, manager, or person in charge of any premises served by a required fire lane shall abandon or close such fire lane without written permission of the Fire Official of the City of College Station.

Section 503.3.4 (Authority Under Emergency Conditions)

The Fire Marshal is hereby authorized to establish fire lanes during any fire, and to exclude all persons other than those authorized to assist in extinguishing the fire or the owner or occupants of the burning property from within such lanes.

- (12) Section 503.4 (Obstruction of Fire Apparatus Access Roads) is amended by deleting the section in its entirety and replacing with the following:

Section 503.4 (Obstruction of Fire Apparatus Access Roads)

No person shall park, place, allow, permit, or cause to be parked, placed, any motor vehicle, trailer, boat, or similar obstruction within or upon an area designated as a fire lane and marked by an appropriate sign or curb marking.

- (13) Section 503 (Fire Apparatus Access Roads) is amended by adding Sections 503.4.1 (Obstructing Fire Lanes) and 503.4.2 (Enforcement; Issuance of Citations; Impoundment of Obstructions) to read as follows:

Section 503.4.1 (Obstructing Fire Lanes)

Any motor vehicle, trailer, boat, or similar obstruction found parked within an area designated as a fire lane as required by this section is hereby declared a nuisance per se and any such motor vehicle, trailer, boat, or similar obstruction parked or unoccupied in such a manner as to obstruct in whole or in part any such fire lane shall be prima facie evidence that the registered owner unlawfully parked, placed, or permitted to be parked or placed such obstruction within a fire lane.

The records of the State Highway Department or the County Highway License Department showing the name of the person to whom the Texas highway license or boat or trailer license is issued shall constitute prima facie evidence of ownership by the named persons.

Section 503.4.2 (Enforcement; Issuance of Citations; Impoundment of Obstructions)

The Fire Official or any member of the Fire Department designated by the Fire Official, the Chief of Police, or any member of the Police Department designated by the Chief of Police are hereby authorized to issue parking citations for any motor vehicle, trailer, boat, or similar obstruction found parked or unattended in or upon a designated fire lane and may have such obstruction removed by towing it away. Such vehicle or obstruction may be redeemed by payment of the towage and storage charges at the owner's expense.

No parking citations shall be voided nor shall the violator be relieved of any penalty assessed by a judge of the Municipal Court for any provision by the redemption of the obstruction from the storage facility."

- (14) Section 505.1 (Address Numbers) is amended by deleting the section in its entirety and replacing with the following:

Section 505.1 (Address Numbers)

An official building number placed pursuant to this ordinance must be at least four inches (4") high, and have at least a one-half inch (1/2") stroke in the main body of the number, and be composed of a durable material and of a color which provides a contrast to the background. The number shall be mounted a minimum of thirty-six inches (36") and a maximum of thirty feet (30') in height measured from ground level. Buildings located more than fifty feet (50') from the curb of a street shall have numbers at least five inches (5") in height. For the purpose of this ordinance, durable materials for use in numbering shall include, but not be limited to wood, plastic, metal, weather-resistant paint, weather-resistant vinyl, or weather-resistant numbers designed for outside use on a glass surface. For single family residences, the requirement of this section may be met by providing two inch (2") high numbers on both sides of a U.S. mailbox located near the curb in front of the house, or a freestanding structure with numbers at least four inches (4") in height.

- (15) Section 505 (Premise Identification) is amended by adding Sections 505.1.1 (Building Complex Identification), 505.1.2 (Rear Access Identification), 505.1.3 (Alley Premise Identification) and 505.1.4 (Building Complex Diagrams) to read as follows:

505.1.1 (Building Complex Identification)

A building complex composed of multiple structures shall have an official suite/unit number assigned to each building as well as a street address number. If there is sufficient street frontage, each unit or building may be assigned a separate official street address number. The official street address number of each structure as designated by the Building Official must be prominently posted on the building so that it is visible from the nearest public street. Each number designated by the Building Official for each individual suite/unit must be conspicuously posted on the suite/unit.

505.1.2 (Rear Access Identification)

Commercial buildings with rear access shall also display the business name and designated street address and suite/unit number on the rear access door.

505.1.3 (Alley Premise Identification)

Residential structures that provide for rear vehicular access from a dedicated public alley shall conspicuously post the designated numbers that comply with the size requirements above so that it is visible to the alley.

505.1.4 (Building Complex Diagrams)

The owner of a building complex which contains an enclosed shopping mall shall submit to the Fire Official four (4) copies of diagrams acceptable to the Fire Official of the entire complex, indicating the location and number of each business. When a change in a business name or location is made, the owner or manager of structure shall so advise the Fire Official in writing of the change.

- (16) Section 508.5.1 (Where Required) is amended by deleting the section in its entirety and replacing with the following:

Section 508.5.1 (Where Required)

Public fire hydrants of the City of College Station standard design shall be installed as part of the water distribution system for subdivisions and/or site developments. The Engineering Division shall approve the appropriate hydrant locations accessible to fire fighting apparatus and within the maximum distances described in the following sections:

- (17) Section 508.5.2 (Inspection, Testing and Maintenance) is amended by deleting the section in its entirety and replacing with the following:
- Section 508.5.2 (Inspection, Testing and Maintenance)
Public fire hydrants shall be installed in single-family and duplex districts zoned R-1, R-1A and R-2 at such locations that no part of any structure shall be more than five hundred feet (500') from a fire hydrant as measured along the right-of-way of a public street as the fire hose is laid off the fire truck.
- (18) Section 508.5.3 (Private Fire Service Mains and Water Tanks) is amended by deleting the section in its entirety and replacing with the following:
- Section 508.5.3 (Private Fire Service Mains and Water Tanks)
Private fire hydrants shall be installed in districts other than single-family and duplex districts zoned R-1, R-1A or R-2 at such locations that no part of any structure, aboveground tanks or fueling stations, shall be more than three hundred feet (300') from a fire hydrant as measured along the right-of-way of a public street or along an approved fire lane as the fire hose is laid off the fire truck."
- (19) Section 903.2 (Where required) is amended by adding the following text at the end of the section:
- In addition to the requirements of this section, an automatic sprinkler system shall be provided throughout all new buildings and structures as follows:
1. Where the total building area exceeds 12,000 square feet in area.
 2. Where the height exceeds two stories, regardless of area.
- (20) Section 903.2.2 (Group E) is amended by deleting the exception and replacing "20,000 square feet" with "12,000 square feet".
- (21) Section 903.2.3 (Group F-1) is amended by deleting items #2 and #3.
- (22) Section 903.2.6 (Group M) #2 is amended by replacing "three stories above grade" with "two stories in height" and by deleting #3 in its entirety.
- (23) Section 903.2.7 (Group R) is amended by deleting the section in its entirety.
- (24) Section 903.2.8 (Group S-1) is amended by deleting items #2 and #3.
- (25) Section 903.2 (Where Required) is amended by deleting the section in its entirety and replacing with the following:
- Section 903.2 (Where Required)
An automatic sprinkler system shall be provided throughout all buildings where the total building area exceeds 12,000 square feet and/or all structures exceeding two stories in height.
- (26) Section 907.10.1.2 (Employee work areas) is amended by deleting the section in its entirety and replacing with the following:
- Section 907.10.1.2 (Employee work areas)
Where a fire alarm and detection system is required, employee work areas shall be provided with devices that provide audible and visible alarm notification."
- (27) Section 2204.1 (Supervision of Dispensing) is amended by deleting the section in its entirety and replacing with the following:

Section 2204.1 (Supervision of Dispensing)

The dispensing of flammable or combustible liquids into the fuel tank of a vehicle or into an approved container shall be under the supervision of a qualified attendant except service stations not open to the public. Such stations may be used by commercial, industrial governmental or manufacturing establishments for fueling vehicles in connection with their business."

- (28) Section 2204.3 (Unattended Self-Service Motor Fuel Dispensing Facilities) is amended by deleting the section in its entirety.
- (29) Section 2204.3.1 (General) is amended by deleting the section in its entirety.
- (30) Section 2204.3.2 (Dispensers) is amended by deleting the section in its entirety.
- (31) Section 2204.3.3 (Emergency Controls) is amended by deleting the section in its entirety.
- (32) Section 2204.3.4 (Operating Instructions) is amended by deleting the section in its entirety.
- (33) Section 2204.3.5 (Emergency Procedures) is amended by deleting the section in its entirety.
- (34) Section 2204.3.6 (Communications) is amended by deleting the section in its entirety.
- (35) Section 2204.3.7 (Quantity Limits) is amended by deleting the section in its entirety.
- (36) Section 3406.6.1.2 (Leaving Vehicle Unattended) is amended by deleting the section in its entirety and replacing with the following:

Section 3406.6.1.2 (Leaving Vehicle Unattended)

At no time while discharging flammable, combustible or ignitable liquids shall the driver or operator be out of sight and reach of the discharge valves. If at any time while discharging flammable, combustible or ignitable liquids, the driver or operator must leave the vehicle for any reason, he or she shall shut down all valves until his or her return and shall be totally responsible for any and all spillage. When the delivery hose is attached to the vehicle it is presumed to be discharging flammable, combustible or ignitable liquids.

- (37) Appendix D Section D103.4 (Dead Ends) and Table D103.4 are amended by replacing "150 feet" with "100 feet".

C. AMENDMENTS TO NFPA LIFE SAFETY CODE:

- (1) Section 24.3.5.1 is amended by deleting the section in its entirety.
- (2) Section 43.6.4.1 is amended by deleting this section in its entirety and replacing with the following:

Section 43.6.4.1
In a building with rehabilitation work areas involving over 50% of the aggregate building area an automatic fire sprinkler system shall be installed to the code applicable to new construction for this type of occupancy.
- (3) Section 43.6.4.2 is amended by deleting the section in its entirety.
- (4) Section 43.6.4.4 is amended by replacing "up to and including the highest rehabilitation work area floor" with "highest floor".

**April 26, 2007
Regular Agenda
Fire Station No. 3**

To: Glenn Brown, City Manager

From: Mark Smith, Director of Public Works

Agenda Caption: Presentation, possible action, and discussion regarding a resolution approving a construction contract for the Fire Station No. 3 Project; and a resolution declaring intention to reimburse certain expenditures with proceeds from debt.

Recommendation(s): Staff recommends award to JaCody, Inc. in the amount of \$2,081,984.00, which is the base bid with four alternates, and approval of the resolution declaring intention to reimburse certain expenditures with proceeds from debt. The base bid is \$1,941,343.00. The first alternate is required buffering landscaping in the amount of \$63,507.00. The second alternate is a sealed, hardened, and polished concrete finish on the bay floor in the apparatus bay in the amount of \$13,432.00. The third alternate is shade structures above the windows to reduce heat gain in the building and meet architectural element requirements in the amount of \$20,702.00. The fourth alternate is an emergency generator in the amount of \$43,000.00.

Summary: Three competitive sealed proposals were received for this project; Collier Construction, Inc., Dudley Construction, Ltd., and JaCody, Inc. The proposals were ranked according to a published set of selection criteria. JaCody was ranked highest and was also the lowest cost. The second and third rankings were Collier and Dudley, respectively.

The construction contract for Fire Station No. 5 was awarded on March 25, 2004 in the amount of \$1,284,000.00 (\$137/SF). The proposed construction contract for Fire Station No. 3 is \$196/SF.

Budget & Financial Summary: The total current budget for this project is \$1,735,000.00 (\$1,710,000.00 in 2003 General Obligation Bond Funds and \$25,000.00 in Water Utility Revenue Bond Funds). Funds in the amount of \$263,474.89 have been expended or committed to date, leaving a balance of \$1,471,525.11. Additional funds in the amount of \$994,000 are needed for this project. \$3,000 is needed for the Water portion of the project and will come from funds currently budgeted in the Water Capital Improvement Projects Fund. The remaining funds in the amount of \$991,000 will come from current or future Certificates of Obligation. It is projected that the City will be reimbursed for a portion of this amount following the sale of the current Fire Station #3 (recently appraised at \$500,000).

The revised Fire Station #3 budget will be \$2,729,000. The additional expenditure for Fire Station #3 will be included on a future FY07 budget amendment.

Attachments:

1. Resolution Approving a Construction Contract
2. Fire Station No. 3 Graphic
3. Fire Station No. 3 Location Map
4. Funding resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING A CONSTRUCTION CONTRACT FOR THE CONSTRUCTION OF THE FIRE STATION NO. 3 PROJECT AND AUTHORIZING THE EXPENDITURE OF FUNDS.

WHEREAS, the City of College Station, Texas, solicited competitive sealed proposals for the construction phase of the Fire Station No. 3 Project; and

WHEREAS, the selection of JaCody, Inc. is being recommended as the highest-ranked offeror for the construction services related to the construction of the Fire Station No. 3 Project; now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS:

PART 1: That the City Council hereby finds that JaCody, Inc. is the highest-ranked offeror for the construction services related to the construction of the Fire Station No. 3 Project.

PART 2: That the City Council hereby approves the contract with JaCody, Inc., for \$2,081,984.00, which is the base bid with four alternates, for the labor, materials and equipment required for the improvements related to the Fire Station No. 3 Project. The base bid is \$1,941,343.00. The first alternate is required buffering landscaping in the amount of \$63,507.00. The second alternate is a sealed, hardened, and polished concrete finish on the bay floor in the apparatus bay in the amount of \$13,432.00. The third alternate is shade structures above the windows to reduce heat gain in the building and meet architectural element requirements in the amount of \$20,702.00. The fourth alternate is an emergency generator in the amount of \$43,000.00.

PART 3: That the funding for this Contract shall be as budgeted from Water Utility Revenue Bonds in the amount of \$25,433.00, from Certificates of Obligation in the amount of \$991,000.00, and from 2003 General Obligation Bond Funds in the amount of \$1,065,551.00.

PART 4: That this resolution shall take effect immediately from and after its passage.

RESOLUTION NO. _____

Page 2

ADOPTED this _____ day of _____, A.D. 2007.


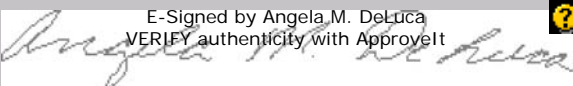
ATTEST:

APPROVED:

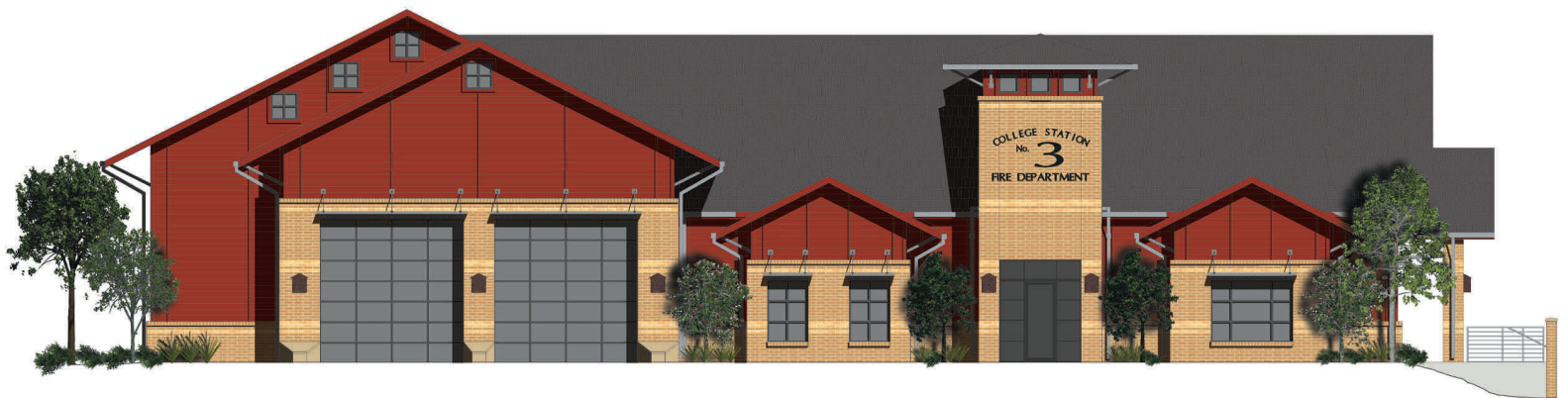
CONNIE HOOKS, City Secretary

RON SILVIA, Mayor

APPROVED:

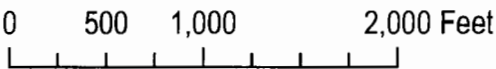
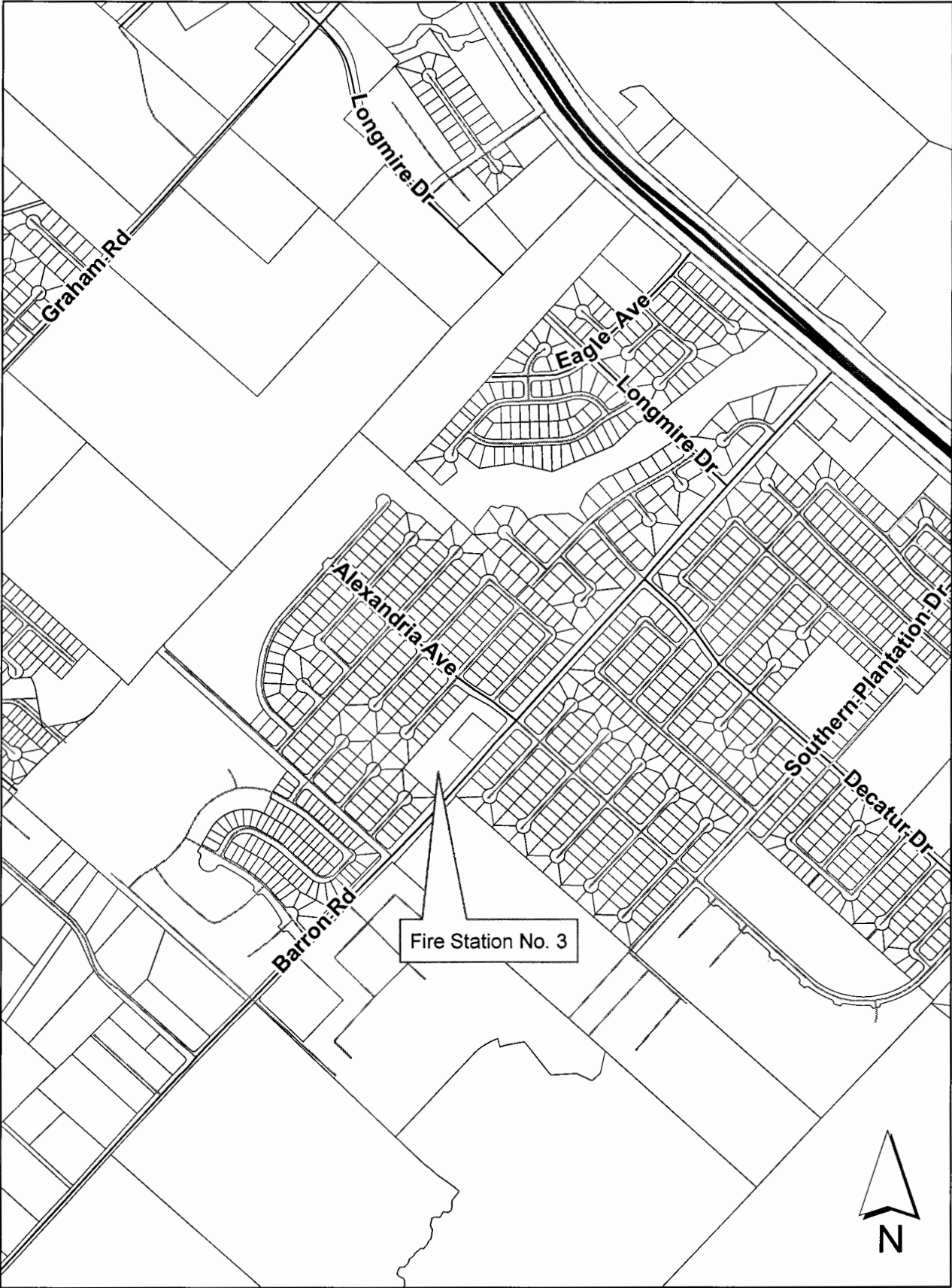
E-Signed by Angela M. DeLuca
VERIFY authenticity with ApproveIt 


City Attorney



COLLEGE STATION FIRE STATION NO. 3
SOUTH ELEVATION





LAW OFFICES

MCALL, PARKHURST & HORTON L.L.P.

600 CONGRESS AVENUE
SUITE 1800

AUSTIN, TEXAS 78701-3248

TELEPHONE: 512 478-3805

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717 NORTH HARWOOD

SUITE 900

DALLAS, TEXAS 75201-6587

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FACSIMILE: 214 754-9250

700 N. ST. MARY'S STREET

SUITE 1525

SAN ANTONIO, TEXAS 78205-3503

TELEPHONE: 210 225-2800

FACSIMILE: 210 225-2984

April 16, 2007

OVERNIGHT DELIVERY

Mr. Jeff Kersten
City of College Station, Texas
1101 Texas Avenue
College Station, Texas 77840-2499

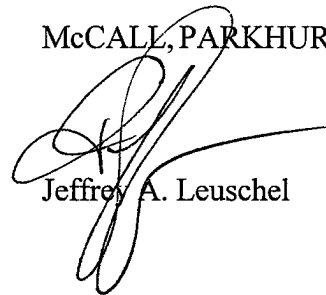
Re: City of College Station, Texas - Fire Station Reimbursement Resolution

Dear Jeff:

Enclosed please find an execution copy of the fire station reimbursement resolution.

Very truly yours,

MCALL, PARKHURST & HORTON L.L.P.



Jeffrey A. Leuschel

Enclosure

RESOLUTION NO. _____

RESOLUTION DECLARING INTENTION TO REIMBURSE CERTAIN EXPENDITURES WITH
PROCEEDS FROM DEBT

WHEREAS, the City of College Station, Texas (the "City") is a home-rule municipality and political subdivision of the State of Texas;

WHEREAS, the City expects to pay expenditures in connection with the design, planning, acquisition and construction of the projects described on Exhibit "A" hereto (collectively, the "Project") prior to the issuance of obligations by the City in connection with the financing of the Project from available funds;

WHEREAS, the City finds, considers, and declares that the reimbursement of the City for the payment of such expenditures will be appropriate and consistent with the lawful objectives of the City and, as such, chooses to declare its intention, in accordance with the provisions of Section 1.150-2 of the Treasury Regulations, to reimburse itself for such payments at such time as it issues obligations to finance the Project;

THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS THAT:

Section 1. The City reasonably expects it will incur debt, as one or more series of obligations, with an aggregate maximum principal amount not to exceed \$991,000, for the purpose of paying the aggregate costs of the Project.

Section 2. All costs to be reimbursed pursuant hereto will be capital expenditures. No tax-exempt obligations will be issued by the City in furtherance of this Statement after a date which is later than 18 months after the later of (1) the date the expenditures are paid or (2) the date on which the property, with respect to which such expenditures were made, is placed in service.

Section 3. The foregoing notwithstanding, no tax-exempt obligation will be issued pursuant to this Statement more than three years after the date any expenditure which is to be reimbursed is paid.

PASSED AND APPROVED THIS 26th DAY OF APRIL, 2007.

Ron Silvia, Mayor

ATTEST:

Connie Hooks, City Secretary

(Seal)

APPROVED:



McCall Parkhurst & Horton L.L.P.
Bond Counsel

Exhibit "A"

The projects to be financed that are the subject of this Statement are:

Fire Station #3 Relocation from 4180 Highway 6 South to 1900 Barron Road.

**April 26, 2007
Regular Agenda Item
Wayfinding Signage Program Update**

To: Glenn Brown, City Manager

From: David Gwin, Director of Economic and Community Development

Agenda Caption: Presentation, possible action, and discussion regarding the current status of the Wayfinding Signage Program.

Recommendation(s): N/A

Summary: Staff will present an update regarding the current status of the Wayfinding Signage Program and receive direction from the Council regarding future direction.

Budget & Financial Summary: In the FY 2007-08 budget process, \$65,000 was allocated from the Hotel Occupancy Tax Fund for the implementation of the Wayfinding Signage Program.

Attachments: